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## COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue  
St. Pete Beach, FL 33706

Tuesday, February 11, 2020  
6:00 PM

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

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### 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 1/14/2020 City Commission meeting.**
  - b. **Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of \$158,446.00 for the Stormwater Master Plan Update.**

## **5. Action Items**

- a. Request approval of the task order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$102,041.00, for a Comprehensive Plan and Land Development Code Regulation Review.**
- b. Request approval of the services agreement with Asphalt Paving Systems, Inc., in an amount not to exceed the annually approved Street Rehabilitation program through September 30, 2022, including two additional one-year extensions thereafter.**

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

**7. Resolutions – No items submitted at this time.**

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

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

## **10. Adjournment**

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

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

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

# **CITY COMMISSION MEETING**

## **MINUTES**

**JANUARY 14, 2020**

**5:30 P.M.**

### **CALL TO ORDER**

Mayor Johnson called the meeting to order at 5:30 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  
Jennifer McMahon, Parks & Recreation Director  
Wesley Wright, Community Development Director  
Keri Ferenc-Nelson, Executive Assistant/City Clerk's Office  
Peyt Dewar, Code Enforcement Officer

### **1. Presentations**

There were no presentations.

### **2. Changes to the Agenda**

City Clerk Haynes requested to continue Item 6(b) to date certain of January 28, 2020.

### **3. Audience Comments**

There were no audience comments.

#### **4. Consent**

- a. Approval of the minutes from the following City Commission meetings: 11/12/2019; 11/13/2019; 12/10/2019; 12/11/2019.
- b. Request to approve the special event application, street closure and wet zone for Pieces of Eighth Block Parties scheduled for January 18, May 9, and October 10, 2020.
- c. Request to approve special event application and street closure for St. John Vianney Catholic School's Fun and Fitness Day Event. Closures would be Gulf Boulevard from the 8400 block to 9300 block on Monday, January 27, 2020 from 10:30-11:15 a.m.
- d. Request approval of the services agreement with USA Services of Florida, Inc. in the amount of \$33,210.00 for FY20 street sweeping services.
- e. Request approval of the Task Order under the Continuing Engineering Services Contract with Genesis Halff, Inc. in the amount of \$30,265.00 for seawall rehabilitation design and permitting.
- f. Request approval of the purchase of a Generac MDG25IF4-STD Mobile Diesel Generator from ACF Standby Systems in the amount of \$29,000.00.
- g. Request authorization to purchase 1,000 digitally printed lapel pins with new city logo.

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

#### **5. Action Items**

- a. Request approval of the bid from Metro Equipment Service, Inc. in the amount of \$15,625,225.00 for St. Pete Beach Sanitary Sewer Capacity Improvements.

City Manager Rey reviewed the Request For Proposal (RFP) process and the four qualified bidders who responded.

The project includes the installation of approximately 15,000 linear feet of sanitary sewer force main and four new sanitary sewer lift stations along Gulf Boulevard and the Gulf Winds Drive/Boca Ciega Drive corridor. Improvements include roadway restoration, curb

and gutter installation, sidewalk resolving utility conflicts, force main and lift station installations.

**Commissioner Friszolowski moved to approve Item 5(a), approval of the bid from Metro Equipment Service, Inc., in the amount of \$15,625,225.00 for St. Pete Beach Sanitary Sewer Capacity Improvements. The motion was seconded by Vice Mayor Finnerty and unanimously approved by a roll call vote.**

## **6. Ordinances**

- a. Ordinance 2019-22, Final Reading and Public Hearing, amending the City of St. Pete Beach Code of Ordinances, amending Chapter 22 – Boards, Committees, Commissions, Article IV Recreation Advisory Committee of the City of St Pete Beach code of ordinances, Sections 22-101, 22-102(a), 22-103(a), 22-104, 22-106, 22-107(a) & (b), 22-108(a), (b), & (e) and 22-109

Recreation Director Jennifer McMahon reported that the ordinance will combine parks responsibilities with the current recreation responsibilities and allow for regular meetings twice per year.

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

**Vice Mayor Finnerty moved to approve Item 6(a), Ordinance 2019-22, upon final reading, an ordinance of the City of St. Pete Beach, Florida, amending Chapter 22 – Boards, Committees, Commissions; Article IV, Recreation Advisory Committee; of the City of St. Pete Beach Code of Ordinances; Sections 22-101; 22-102(a); 22-103(a); 22-104; 22-106; 22-107(a) and (b); 22-108 (a), (b), and (e); and 22-109; changing the Recreation Advisory Committee to include Parks and changing the yearly meeting time of the Committee; providing for conflicts, severability, construction, publication, and an effective date. The motion was seconded by Commissioner Friszolowski and unanimously approved by a roll call vote.**

- b. Ordinance 2019-23, Final Reading and Public Hearing amending Division 6 - Supplemental Regulations regarding mobile food establishments and special events and amending Appendix "A" of the Code of Ordinances as it relates to Food Truck Fees and Renewals.

**Commissioner Friszolowski moved to continue Item 6(b), Ordinance 2019-23, to date certain of January 28, 2020. The motion was seconded by Vice Mayor Finnerty and unanimously approved by a roll call vote.**

- c. First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental budget appropriations to the

General, Capital, Wastewater, Reclaimed Water, and Stormwater Funds derived from prior year funding availability.

Assistant City Manager Tenaglia explained that the revenue re-appropriations, adopted re-appropriations, encumbrances, unencumbered balances and new requests total \$24,983,863 in gross revenue and expenditures.

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

**Commissioner Pletcher moved to approve Item 6(c), Ordinance 2020-XX, upon first reading, an ordinance of the City of St. Pete Beach, Florida, providing for supplemental budget appropriations to the General, Capital, Wastewater, Reclaimed Water, and Stormwater Funds derived from prior year funding availability; providing for conflicts, severability, construction, publication, and an effective date. The motion was seconded by Commissioner Friszolowski and unanimously approved by a roll call vote.**

- d. First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental budget appropriations to the Wastewater Fund related to the Sanitary Sewer Expansion Project

Mr. Rey noted the companion ordinance to Item 5(a), the sewer contract, will direct the fund transfers for the project.

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

**Commissioner Friszolowski moved to approve Item 6(d), Ordinance 2020-XX, upon first reading, an ordinance of the City of St. Pete Beach, Florida, providing for supplemental budget appropriations to the Wastewater Fund related to the sanitary sewer expansion project; providing for conflicts, severability, construction, publication and an effective date. The motion was seconded by Vice Mayor Finnerty and unanimously approved by a roll call vote.**

## **7. Resolutions**

There were no resolutions submitted.

## **8. Items for Discussion**

There were no items for discussion.

## **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:

- Street signage

City Attorney Dickman reported on the following items:

- Diversity training
- Update on BP Oil Spill payment

Vice Mayor Finnerty reported on the following items:

- Dog Park mulch
- Meetings with Senator Jeff Brandes and Representative Jennifer Webb
- Christmas decorations
- Upcoming legislative session
- Sunday Market on Corey Avenue

Commissioner Friszolowski reported on the following items:

- Lido Beach Civic Association meeting on Thursday, January 16, 2020
- Update on the jetty project
- Polo match held at Don Cesar
- St. Pete Beach Classic Run this weekend

Commissioner Pletcher reported on the following items:

- Food Trucks
- Seawall replacements

Mayor Johnson reported on the following items:

- St. Pete Beach Classic Run this weekend and related road closures
- Two-day resiliency summit
- 2020 Census
- American Legion flags

## **10. Adjournment**

There being no further business to come before the Commission, the meeting was adjourned at 6:30 p.m.

Attest:

\_\_\_\_\_  
Rebecca C. Haynes, City Clerk

\_\_\_\_\_  
Alan Johnson, Mayor

Minutes approved on: \_\_\_\_\_

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

**Issue Considered:** Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of \$158,446.00 for the Stormwater Master Plan Update.

**Date:** February 11, 2020

**Prepared By:** Mike Clarke, Public Works Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** The City requested a Task Order from CPWG to update the City's 2012 Stormwater Master Plan. This task will provide a list of proposed improvements for implementation in the City's Capital Improvement Program. This update will incorporate improvements completed since the 2012 report, will review and update recommendations for basins in the 2012 report that have not been completed, will review all stormwater basins in the City for inclusion in the update based on prioritized findings, will review and incorporate local flooding issues identified in the CIP Local Stormwater Mitigation Program and will review and incorporate the City's ongoing resiliency program findings to include flooding issues resulting from Sea Level Rise, King Tide and Storm Surge.

**Funding:** 103-6108-537-5668

**Requested Motion:** "I move to approve the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of \$158,446.00 for the Stormwater Master Plan Update."

**Attachment:** Task Order from CPWG

**Reviewed by the  
City Manager:**

*AR*  
-----



**Exhibit “B”**

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

|                                   |                   |
|-----------------------------------|-------------------|
| <i>Date of Task Order Request</i> | November 26, 2019 |
|-----------------------------------|-------------------|

|                               |      |
|-------------------------------|------|
| <i>Firm Selected for Task</i> | CPWG |
|-------------------------------|------|

|                            |                                    |
|----------------------------|------------------------------------|
| <i>Task (Project) Name</i> | Stormwater Master Plan Update 2020 |
|----------------------------|------------------------------------|

|                                                          |                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Task Description<br/>(and other relevant details)</i> | CPWG will provide an updated 2020 Stormwater Master Plans that includes developing a list of specific flood alleviation projects and/or adaptive strategies to cope with the sea water rise within flood prone areas as part of the Cities resiliency strategy. |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                    |           |
|--------------------|-----------|
| <i>Task Budget</i> | \$158,466 |
|--------------------|-----------|

|                               |                                   |
|-------------------------------|-----------------------------------|
| <i>Task Proposal Due Date</i> | As soon as Task Order is executed |
|-------------------------------|-----------------------------------|

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

\_\_\_\_\_  
Alex Rey  
City Manager  
City of St. Pete Beach

Acknowledgement of Task Order:

\_\_\_\_\_  
11/26/19  
\_\_\_\_\_  
(Name)  
(Firm)



## **City of St. Pete Beach Stormwater Study for a Limited Area**

### **SCOPE OF WORK**

#### **Background**

The City of St. Pete Beach (City) is a barrier island community in Pinellas County, Florida. It is bordered on the west and south by the Gulf of Mexico, on the east by Boca Ciega Bay and on the north by Treasure Island. The City has a permanent population of about 10,000 and a large influx of seasonal visitors.

The City began to formally address stormwater management in 1993 when a Master Drainage Plan (MDP) was prepared. The 1993 MDP focused on the evaluation of drainage infrastructure facilities only within 25 separate drainage basins in the City that were identified by the City staff for developing the MDP. A basin-specific drainage Level of Service (LOS) was established for each basin to facilitate the City to prioritize and construct affordable improvements as part of its Capital Improvements Program (CIP).

This MDP served the City for approximately twenty years. In 2012, the City selected CPWG to review and update the City's 1993 MDP. CPWG carried out this task resulting in a 2012 document summarizing CPWG's findings and recommendations for the 1993 MDP update for the 25 basins of the 1993 MDP.

In April, 2019, The City also received from others a report titled St. Pete Beach Coastal Resiliency Plan – Funding and Flooding Vulnerability. Using of Rapid Inundation methodology and 2007 Southwest Florida Digital Elevation Model as well as NOAA and USACE sea level rise projections, this report briefly outlined the flooding assessment of the City's existing infrastructure under large storm events in combination with and without the sea level rise. Limitations on the study did not allow the flooding assessment to include impacts of wave propagation and surges, or the City's drainage pipe infrastructure.

#### **Purpose and Scope**

Based on the above-described reports, CPWG has prepared the following Scope of Work in two distinct phases:

In phase 1,

1. CPWG will review in detail the April 2019 Resiliency Study parameters. For example, confirmation of planning horizon; priority matrix for funding sources; flood proofing of certain wastewater lift stations; and apparent discrepancies in tabular vs. graphical data included in the report for sea level rise projections.

**AT THE READY**

3918 N. Highland Avenue, Tampa, FL 33603  
P: 813-361-2644 F: 813-223-2469

2. CPWG will develop a list of specific flood alleviation projects and/or adaptive strategies to cope with the sea water rise within flood prone areas that require immediate attention by comparing previous Master Plans with the Resiliency Study. For example, Basin 10K in southern Pass-a-Grill area was shown to be subject to heavy inundation, even without sea level rise, in the 2012 Master Plan Update and was assigned a high priority for flood abatement. This area is also shown to be subject to heavy inundation in the April 2019 Resiliency Study under intermediate sea level rise and this was abated in the Pass-A-Grille Way Phase II reconstruction project. Similarly, Basin 6F, on Boca Ciega Isle, was shown to be a medium priority project in the 2012 Master Plan Update, but shown to be under complete inundation in the Resiliency Study even under an intermediate sea level rise. Therefore, a careful review of 2012 Master Plan Update, flooding history as well as flood abatement projects since 2012, and the results of 2019 Resiliency Study under intermediate sea level rise will be required to refine a list of flood abatement projects that not only require immediate attention, but can also benefit most number of people and properties.
3. CPWG will obtain City's concurrence for the specific flood abatement projects and adaptive strategies in the areas needing immediate attention.

Phase 2 work items, within the flood abatement projects agreed to in Phase 1 of this Scope of Work, will include:

1. Review existing stormwater inventory, drainage complaints, road maintenance files, permits and prior study information relative to the study area and update all data and inventory components within constructed projects since 2012;
2. Update GIS database with the collected information;
3. Evaluate sufficiency of existing data and conduct field reconnaissance as necessary;
4. Delineate stormwater basin areas as necessary for the study;
5. Refine flood-prone data through further modeling to include wave propagation and surges;
6. Prepare concept level resiliency designs for flood alleviation projects including innovative ideas such as those for raising City streets and installing inline tide check valves at specific outflow locations to guard against wave propagation and surges all in an effort to "Design with Nature";
7. Recommendations for flood proofing lift station access and electrical controls.
8. Preparation of funding applications from various agencies (as prioritized in the Resiliency Study) for the projects.
9. Provide draft summary report in electronic format, of the proposed improvements, including analysis and modeling information as well as for funding applications for some or all of those projects for City's review and comment;
10. Provide three (3) hard copies of the Final Report incorporating City comments

## **Project Meetings**

CPWG will meet with the City on a regularly scheduled basis including those for project kick-off, project status, project reviews at the end of Phase 1 and 2 work and one meeting for public input. CPWG will prepare meeting agenda and keep minutes of those meetings.

## **Stormwater Asset Data Collection for the Projects Selected in Phase 1**

Stormwater asset data collection for the selected projects will be through existing and readily available public records; through data from any on-going projects, and through field surveys to fulfill any missing gap in the available data including:

1. Pertinent information for the stormwater structures such as location, type of structure, rim elevation, pipe information (size, material and direction) and invert elevations. A single position will be located for each drainage structure (i.e. center of manhole, center of grate, etc.). The horizontal positions will be located by RTK GPS or conventional methods. The rim and invert elevations will be based on a closed level runs based on published benchmarks. A picture will be taken of each structure. The survey information for each drainage structure will be placed into a GIS database showing the drainage network.
2. Electrical controls elevations at lift stations and pump stations where such information is not readily available.
3. First floor building elevation if and where readily available.
4. Information to develop concept level designs for flood abatement projects including raising City streets where required.

## **Deliverables**

1. Updated GIS Database
2. CD of modeling data and results
3. Stormwater Report Plan that includes alternative analysis of projects to correct flooding and water quality issues and CIP Budget for planning purposes

## **Schedule**

While CPWG's Project Manager and City Staff will determine a mutually agreeable schedule, it is expected that the work will require about 26 calendar weeks to complete.



## Compensation

Compensation for this Scope of Work will be on a lump sum basis, in the amount of \$158,446 as shown in Exhibit B. Please note that the \$20,880 fee for stormwater asset data collection through field surveys is based on detailed data collection of only about 40 structures. Depending on the number and location of the projects that are agreed upon with the City at the end of Phase 1, that portion of the fee may have to be adjusted.

CPWG will invoice the City on a monthly basis based upon CPWG's percent complete, as determined by CPWG at the time of billing.

**AT THE READY**

3918 N. Highland Avenue, Tampa, FL 33603

P: 813-361-2644 F: 813-223-2469

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

**Issue Considered:** Request approval of the task order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$102,041.00, for a Comprehensive Plan and Land Development Code Regulation Review.

**Date:** February 11, 2020

**Prepared By:** Wesley Wright, Community Development Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** The City requested that Kimley-Horn and Associates, Inc. provide a task order to generate an in-depth review the City's current Comprehensive Plan and Land Development Code for completeness and consistency with (1) current state statute requirements, (2) the Pinellas County Countywide Plan, and (3) adopted City requirements.

This task order was presented and reviewed by the Planning Board on 27 January 2020.

**Funding:** Professional & Contractual  
001-5401-515-5310

**Requested Motion:** "I move to approve the task order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$102,041.00, for for a Comprehensive Plan and Land Development Code Regulation Review."

**Attachment:** Task Order Proposal from Kimley-Horn and Associates, Inc.

**Reviewed by the  
City Manager:**

  
-----



**Exhibit “B”**

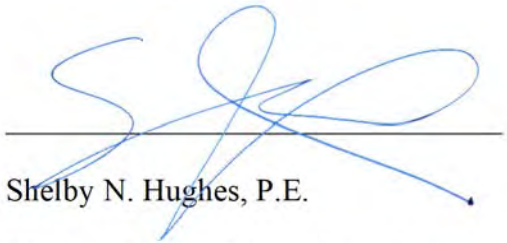
**TASK ORDER FORM - CONTINUING CONTRACT FOR  
PROFESSIONAL DESIGN SERVICES**

|                                                          |                                                                                                                                                                                                                                  |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Date of Task Order Request</i>                        | January 15, 2020                                                                                                                                                                                                                 |
| <i>Firm Selected for Task</i>                            | Kimley-Horn and Associates Inc.                                                                                                                                                                                                  |
| <i>Task (Project) Name</i>                               | Comprehensive Plan and Land Development Code Regulation Review                                                                                                                                                                   |
| <i>Task Description<br/>(and other relevant details)</i> | In-depth review of the City's current Comprehensive Plan and Land Development Code for completeness and consistency with current state statute requirements, the Pinellas County Countywide Plan, and adopted City requirements. |
| <i>Task Budget</i>                                       | \$102,041.00                                                                                                                                                                                                                     |
| <i>Task Proposal Due Date</i>                            | TBD                                                                                                                                                                                                                              |

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

Acknowledgement of Task Order:

\_\_\_\_\_  
Alex Rey  
City Manager  
City of St. Pete Beach

  
\_\_\_\_\_  
Shelby N. Hughes, P.E.  
Kimley-Horn and Associates, Inc.



## **INDIVIDUAL PROJECT ORDER**

**January 15, 2020**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (KIMLEY-HORN), and the City of St. Pete Beach (CITY) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2017, which is incorporated herein by reference.

### **IDENTIFICATION OF PROJECT:**

#### **Comprehensive Plan and Land Development Code Regulatory Review**

### **PROJECT UNDERSTANDING:**

The project consists of an in-depth review of the CITY's Comprehensive Plan and Land Development Code for completeness and consistency with current state statute requirements, the Pinellas County Countywide Plan, and adopted City requirements. The work to be included is described in the specific scope listed in Tasks 1- 3 below.

#### **Task 1 – Project Kick-Off/Data Collection/Coordination**

1. KIMLEY-HORN will attend one (1) kick-off meeting with CITY to begin the project.
2. KIMLEY-HORN will identify data and information needs for the review of the current Elements and Goals, Objectives, and Policies (GOP) of the Comprehensive Plan.
3. KIMLEY-HORN will generate an electronic tracking document for CITY staff to populate with comments and updates during the review process.

#### **Task 2 – Comprehensive Plan Review and Review Matrix**

KIMLEY-HORN will review the CITY's current Comprehensive Plan (Plan). KIMLEY-HORN will as part of this task specifically perform the following subtasks:

1. Review the current Plan for consistency with adopted City requirements, Pinellas County Countywide Plan, and Florida State Statutes (FS Chapter 163.3177 and 163.3178) regulatory requirements. KIMLEY-HORN will also identify language of the current Plan that is regulatory in nature and more appropriate to the Land Development Code.
2. Develop a review "Matrix" of recommended GOP for amendment including justification(s). Includes one (1) meeting to review with the Community Development Department for approval and comment. KIMLEY-HORN will complete one (1) round of revisions to incorporate the comments from the meeting in the review matrix.

**Task Deliverables:**

1. Prepare a review matrix of the current Plan including recommendations for amendment.

**Task 3 – Land Development Code (LDC) Review and Review Matrix**

KIMLEY-HORN will review the CITY's current LDC and identify deficiencies. KIMLEY-HORN will as part of this task specifically perform the following subtasks:

1. Review the LDC for consistency with City requirements, Pinellas County Countywide Plan, and Florida State Statute regulatory requirements.
2. KIMLEY-HORN will identify outdated language and references, as well as inconsistencies with the Comprehensive Plan.
3. Develop a review "Matrix" of recommended sections for amendment including justification(s). Includes one (1) meeting to review with the Community Development Department for approval and comment. KIMLEY-HORN will complete one (1) round of revisions to incorporate the comments from the meeting in the review matrix.

**Task Deliverables:**

1. Prepare a review matrix of the current LDC including recommendations for amendment.

**Additional Services**

Any services not specified in the above scope are considered additional services not included under this individual project order (IPO). As an amendment to this IPO or under a separate IPO agreement, KIMLEY-HORN can provide services including, but not limited to, the following:

- Public outreach meetings, workshops, public hearings and similar beyond those identified above.
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources.
- Additional revisions beyond those referenced in the above scope of services.
- Any additional community planning, urban design, economic and engineering studies and plans other than prescribed in this scope.
- Development review.
- Development of zoning code, overlay codes or similar.

- Transportation analysis and modeling.
- Additional reproduction needs for draft/final documents referenced in the above scope of services.
- Development of Impact Fee Schedule.

**The CITY shall provide and complete the following:**

- KIMLEY-HORN shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives.
- Existing information and drawings as needed and available.
- Review and comment on the deliverables.
- Attend and participate in project meetings.

## FEE AND BILLING

KIMLEY-HORN will provide the services outlined in Tasks 1-3 above for a lump sum fee as outlined below. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (KIMLEY-HORN) dated in 2017.

The following task items represent a breakdown of the lump sum amount for reference:

|                                                        |             |
|--------------------------------------------------------|-------------|
| Task 1 – Project Kick-Off/Data Collection/Coordination | \$10,849.00 |
| Task 2 – Comprehensive Plan Review and Review Matrix   | \$40,561.00 |
| Task 3 – LDC Review and Review Matrix                  | \$50,631.00 |

---

|                           |                     |
|---------------------------|---------------------|
| <b>TOTAL LUMP SUM FEE</b> | <b>\$102,041.00</b> |
|---------------------------|---------------------|

## ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

## METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the project.

## OTHER SPECIAL TERMS OF IPO:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

## ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:   
Wayne White, P.E.

TITLE: \_\_\_\_\_

TITLE: Associate

DATE: \_\_\_\_\_

DATE: 01/15/2020

## PROJECT WORK PLAN PERSON-HOUR ESTIMATE

|                        |                             |
|------------------------|-----------------------------|
| <b>Project Name:</b>   | St Pete Beach LDC/Comp Plan |
| <b>Project Number:</b> |                             |
| <b>Date Prepared:</b>  | 1/15/2020                   |
| <b>Estimated By:</b>   | Shelby Hughes               |

[illegible]

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

**Issue Considered:** Request approval of the services agreement with Asphalt Paving Systems, Inc., in an amount not to exceed the annually approved Street Rehabilitation program through September 30, 2022, including two additional one-year extensions thereafter.

**Date:** February 11, 2020

**Prepared By:** Mike Clarke, Public Works Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** Asphalt Paving Systems (APS) is under contract with the City of Largo and the contract allows for piggybacking options. The scope of work contains competitively bid unit prices for paving and associated street rehabilitation services that are required by the City of St. Pete Beach. The City of St. Pete Beach will piggyback on the City of Largo contract and enter into a purchase agreement with APS to perform street rehabilitation services. The duration of the purchase agreement will be for the contract base bid period which is approved to September 30, 2022 and two one-year extensions. Task orders will be issued in each FY in amounts not to exceed the approved program amount for that FY.

**Funding:** CIP – Street Rehabilitation  
301-8000-590-0013

**Requested Motion:** “I move to approve the services agreement with Asphalt Paving Systems, Inc., in an amount not to exceed the annually approved Street Rehabilitation program through September 30, 2022, including two additional one-year extensions thereafter.”

**Attachment:** Draft Purchase Agreement  
Largo Contract

**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, 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](mailto: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 Largo Contract attached hereto and incorporated herein as Exhibit B.
4. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 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, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit C.
7. Contractor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
8. Contractor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Contractor further warrants that any defects in the goods shall be properly repaired by Contractor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.
9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
10. Contractor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.
11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of

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

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

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Contractor's "piggy-back" contract (Exhibit "B")
- c. Contractor's bid schedule (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 Exhibit B conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the Exhibit B, to the extent of such conflict.

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

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

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

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

**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 “Piggy-Back Contract”)**

**EXHIBIT “C”**  
**(Contractor’s Bid Schedule)**



# **Pavement and Roadway Infrastructure Rehabilitation Annual Purchasing Agreement No. 19-B-690**

**Engineering Project Number 2020-01  
Contract Number: 19-B-690**

**City of Largo, Florida**

**Engineering Services Department  
201 Highland Avenue  
Largo, FL 33779-0296  
(727) 587-6713**

**City Engineer  
Assistant Engineering Services Director**

**Jerald Woloszynski, P.E.  
Rafal Cieslak, P.E.**

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (UNIT PRICE)

THIS ANNUAL PURCHASING AGREEMENT ("APA") is by and between

City of Largo ("Owner") and

Asphalt Paving Systems, Inc. ("Contractor") (collectively, "the parties").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **maintenance and rehabilitation of asphalt paved roads and associated infrastructure by various methods, as determined by the City. These rehabilitation methods may be used in a variety of applications such as microsurfacing, mill and overlay, full depth reclamation, and complete reconstruction. Roadways for rehabilitation on this project consist primarily of an asphalt wearing surface, crushed concrete base, and stabilized subgrade.**
- The Work shall be assigned on a Task Order basis.**

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Pavement and Roadway Infrastructure Rehabilitation Annual Purchasing Agreement No. 19-B-690.**

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed and evaluated by the **City of Largo.**
- 3.02 Reference to ENGINEER in the Contract Documents shall be the OWNER, City of Largo Engineering Services Department. The OWNER will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work for each Task Order will be substantially completed within the amount of time set forth in each respective Task Order for substantial completion, after the Contract Times commence to run as provided in the respective Task Order. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within

the amount of time set forth in each respective Task Order for final completion, after the Contract Times commence to run as provided in the respective Task Order.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

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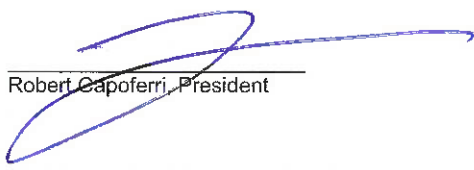
**BID FORM**  
**PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION**  
**ANNUAL PURCHASE AGREEMENT NO. 19-B-690**  
**CONTRACT NO. 19-B-690**  
**Page 1 of 2**

**Bidder will complete the Work for the following prices: 1) The bidder is NOT required to bid on every line item in the schedule of bid prices, however bidding on as many line items as possible is encouraged. 2) The quantities in the agreement are estimated work for the year. 3) The term of this bid pricing will be from the date of award until September 30, 2022 with two (2) optional one-year renewals.**

| Bid Number | Bid Item                                               | Quantity | Unit | Unit Price | Total Price |
|------------|--------------------------------------------------------|----------|------|------------|-------------|
| 1          | Emergency Mobilization                                 | 1        | EA   | 25,000.00  | 25,000.00   |
| 2          | Re-Mobilization                                        | 1        | EA   | 15,000.00  | 15,000.00   |
| 3          | Cleaning and Grubbing                                  | 0        | LS   | NA         | NA          |
| 4          | Mill - 1.5" Thick                                      | 33421    | SY   | 2.59       | 86,560.39   |
| 5          | Mill - 2" Thick                                        | 5885     | SY   | 5.75       | 33,838.75   |
| 6          | Mill - 3" Thick                                        | 151      | SY   | 8.63       | 1,303.13    |
| 7          | Profile Milling                                        | 1760     | SY   | 7.48       | 13,164.80   |
| 8          | SP9 5 Base Course                                      | 3211     | TN   | 141.45     | 454,195.95  |
| 9          | SP9 5 FC                                               | 602      | TN   | 189.75     | 114,229.50  |
| 10         | SP12 5 Base Course                                     | 1606     | TN   | 132.25     | 212,393.50  |
| 11         | SP12 5 FC                                              | 301      | TN   | 172.50     | 51,922.50   |
| 12         | Asphalt Pavement Leveling                              | 15       | TN   | 201.25     | 3,018.75    |
| 13         | Brick Pavement Removal                                 | 200      | SY   | 28.75      | 5,750.00    |
| 14         | Brick Pavement Restoration                             | 200      | SY   | 80.50      | 16,100.00   |
| 15         | Stabilized Subgrade - 12"                              | 3486     | SY   | 16.00      | 55,776.00   |
| 16         | Roadway/Curb and Gutter Base (Fine Grading <4")        | 2747     | SY   | 40.00      | 109,880.00  |
| 17         | Roadway/Curb and Gutter Base (Medium 4 0"-7 9")        | 2747     | SY   | 42.00      | 115,374.00  |
| 18         | Roadway/Curb and Gutter Base (Standard 8 0")           | 4396     | SY   | 44.00      | 193,424.00  |
| 19         | Roadway/Curb and Gutter Base (Trench Repair 16")       | 1099     | SY   | 40.00      | 43,960.00   |
| 20         | Crack Sealing (MS)                                     | 218      | GAL  | 40.00      | 8,720.00    |
| 21         | Microsurface (Single Application, 30 - 34 lb/yd2) (MS) | 11000    | SY   | 2.31       | 25,410.00   |
| 22         | Microsurface (Double Application, 30 - 34 lb/yd2) (MS) | 8543     | SY   | 3.05       | 26,056.15   |
| 23         | Microsurface, Rut Filling (MS)                         | 17       | TN   | 250.00     | 4,250.00    |
| 24         | Full Depth Reclamation                                 | 1760     | SY   | 10.81      | 19,025.60   |
| 25         | Emulsion (FDR)                                         | 5280     | GAL  | 2.65       | 13,992.00   |
| 26         | Portland Cement (FDR)                                  | 35       | TN   | 160.00     | 5,600.00    |
| 27         | Compact and Grading (FDR)                              | 1760     | SY   | 11.20      | 19,712.00   |
| 28         | Base Material (FDR)                                    | 56       | TN   | 30.00      | 1,680.00    |
| 29         | Removal of unsuitable Material (FDR)                   | 50       | TN   | 25.00      | 1,250.00    |
| 30         | Cape Seal                                              | 11000    | SY   | 6.52       | 71,720.00   |
| 31         | Speed Table Assembly                                   | 7        | EA   | 3,737.50   | 26,162.50   |
| 32         | Excavation & Embankment                                | 500      | CY   | 45.00      | 22,500.00   |
| 33         | Remove Curb/Curb and Gutter/Granite, All Types         | 6918     | LF   | 11.50      | 79,557.00   |
| 34         | Replace Curb/Curb and Gutter/Reset Granite, All Types  | 7209     | LF   | 55.22      | 398,080.98  |
| 35         | 4" and 6" Sidewalk/Driveway Removal                    | 543      | SY   | 51.75      | 28,100.25   |
| 36         | 4" Sidewalk Replacement                                | 1650     | SY   | 72.45      | 119,542.50  |
| 37         | 6" Sidewalk/Driveway Replacement                       | 1284     | SY   | 124.20     | 159,472.80  |
| 38         | Road Control Barrier                                   | 188      | LF   | 14.95      | 2,810.60    |
| 39         | Detectable Warnings                                    | 995      | SF   | 46.00      | 45,770.00   |
| 40         | Latex Paint Yellow/White/Blue 4-Inch Striping          | 4320     | LF   | 0.63       | 2,721.60    |
| 41         | Latex Paint Yellow/White 6-Inch Striping               | 1986     | LF   | 0.63       | 1,251.18    |
| 42         | Latex Paint Yellow/White 12-Inch Striping              | 1185     | LF   | 2.88       | 3,412.80    |
| 43         | Latex Paint Yellow/White 24-Inch Striping              | 319      | LF   | 5.75       | 1,834.25    |
| 44         | Latex Paint White Symbol or Wordmark on Pavement       | 11       | EA   | 86.25      | 948.75      |
| 45         | Thermoplastic Yellow/White 6-Inch Striping             | 1986     | LF   | 2.07       | 4,111.02    |
| 46         | Thermoplastic Yellow/White 12-Inch Striping            | 1155     | LF   | 4.14       | 4,781.70    |
| 47         | Thermoplastic Yellow/White 24-Inch Striping            | 305      | LF   | 8.28       | 2,525.40    |
| 48         | Thermoplastic White Symbol or Wordmark on Pavement     | 17       | EA   | 264.50     | 4,496.50    |
| 49         | Amber/Red/White/Blue RPM Installation                  | 250      | EA   | 9.20       | 2,300.00    |
| 50         | Structure (Manhole) Adjustment                         | 10       | EA   | 500.00     | 5,000.00    |
| 51         | Structure (Valve Box) Adjustment                       | 11       | EA   | 200.00     | 2,200.00    |

**BID FORM**  
**PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION**  
**ANNUAL PURCHASE AGREEMENT NO. 19-B-690**  
**CONTRACT NO. 19-B-690**  
**Page 2 of 2**

|    |                                                   |      |     |          |            |
|----|---------------------------------------------------|------|-----|----------|------------|
| 52 | Remove and Re-install Wheel Stop                  | 108  | EA  | 50.00    | 5,400.00   |
| 53 | Remove, Furnish and Install Wheel Stop            | 154  | EA  | 95.00    | 14,630.00  |
| 54 | Underdrain Installation                           | 6134 | LF  | 78.00    | 478,452.00 |
| 55 | Sign, Single Post Furnish and Install             | 30   | EA  | 299.00   | 8,970.00   |
| 56 | Sign, Single Post Relocate                        | 40   | EA  | 144.00   | 5,760.00   |
| 57 | Tree Removal 12"-36"                              | 11   | EA  | NO BID   | NO BID     |
| 58 | Tree Removal 36" and larger                       | 5    | EA  | NO BID   | NO BID     |
| 59 | Performance Turf                                  | 4550 | SY  | 6.50     | 29,575.00  |
| 60 | Sanitary Clean out installation/repair/adjustment | 26   | EA  | NO BID   | NO BID     |
| 61 | Reclaim Water Line Adjustment/Repair              | 12   | EA  | NO BID   | NO BID     |
| 62 | Mailbox (Relocate)                                | 25   | EA  | 200.00   | 5,000.00   |
| 63 | Testing Laboratory Allowance                      | 0    | LA  | NA       | NA         |
| 64 | Maintenance of Traffic                            |      |     |          |            |
|    | FDOT Right of Way                                 | 25   | Day | 2,500.00 | 62,500.00  |
|    | City/County Arterial/Collector                    | 25   | Day | 2,000.00 | 50,000.00  |
|    | City/County Minor/Residential                     | 25   | Day | 2,000.00 | 50,000.00  |
|    | Variable Message Board                            | 30   | Day | 65.00    | 1,950.0    |

  
 Robert Capoferri, President

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.

- B. Contractor agrees to make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

## **ARTICLE 6 – PAYMENT PROCEDURES**

### **6.01    *Submittal and Processing of Payments***

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment shall be submitted to Brian Highnote, City of Largo Construction Manager, by the last calendar day of the month. Applications for Payment will be processed by Owner as provided in the General Conditions. All payments shall be applied for and paid in accordance with the Florida Prompt Payment Act, as set forth in chapter 218, Florida Statutes.

### **6.02    *Progress Payments; Retainage***

- A. Owner shall make progress payments on account of the Task Order Price on the basis of Contractor's Applications for Payment in accordance with section 218.735, Florida Statutes (2018), during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, as provided in section 218.735, Florida Statutes (2018)
    - a. **90** percent of Work completed (with the balance being retainage) until 50% completion of the Work as determined by Owner.
    - b. After completion of 50% of the Work, Owner shall reduce retainage to 5 percent of Work of subsequent progress payments ; and

### **6.03    *Final Payment***

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Task Order Price as recommended by OSR as provided in said Paragraph 15.06.

## **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of one percent per month.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. For each Task Order, Contractor shall visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. For each Task Order, Contractor shall carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. For each Task Order, Contractor shall consider the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor shall satisfy itself that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. For each Task Order, Contractor shall be aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 9, inclusive).
  - 2. General Conditions (pages 1 to 56, inclusive).
  - 3. Supplementary Conditions (pages 1 to 18, inclusive).
  - 4. Specifications as listed in the table of contents of the Project Manual.
  - 5. Addenda (numbers **1** to **3**, inclusive).
  - 6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages **1** to **6**, inclusive).

- b. Insurance Certificates (pages 1 to 16, inclusive).
- 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Task Orders.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions. In interpreting this Agreement and resolving any ambiguities or conflicts amongst the Contract Documents, this Agreement takes precedence over the other Contract Documents and any inconsistency between remaining Contract Documents will be resolved in the following order:
  - 1. Specifications
  - 2. Addenda
  - 3. Supplementary Conditions
  - 4. General Conditions

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 01/29/20 (which is the Effective Date of the Contract).

OWNER:

City of Largo

By: Henry Schubert

Title: City Manager

Attest: Heather L. Buener

Title: City Clerk

Risk Manager

Mary Boszone

Reviewed and Approved:

[Signature]  
City Attorney

Address for giving notices:

Henry P. Schubert, City Manager

201 Highland Avenue NE

Largo, FL 33770

With required copy to:

Alan S. Zimmet, Esq.

Bryant Miller Olive, P.A.

One Tampa City Center, Suite 2700

Tampa, Florida 33602

CONTRACTOR:

Asphalt Paving Systems, Inc.

By: Robert Capoferri

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: David M Gannon

Title: Estimator

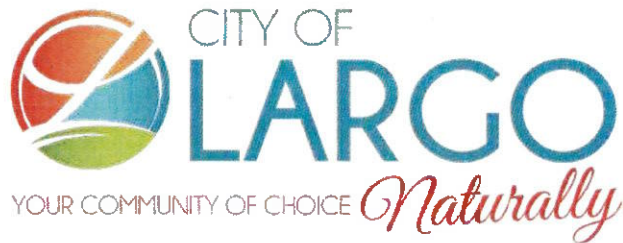
Address for giving notices:

9021 Wire Road

Zephyrhills, FL 33540

License No.: F-223787755010  
(where applicable)

**ADDENDUM NUMBER 2**  
**CONTRACT NO. 19-B-690**



ADDENDUM NO. 2  
TO  
Contract Number 19-B-690  
PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION  
ANNUAL PURCHASING AGREEMENT NO. 19-B-690

TO: Potential Proposers

FROM: Barbara Kuhl, Contracts and Procurement Administrator

DATE: November 13, 2019

PLEASE NOTE THE ATTACHED INFORMATION REGARDING

SEE ATTACHED ADDENDUM NO. 2.

~~~~~  
Please return the signed original of this Addendum No. 2 with your BID package.

I have read and understand the Addendum to:

Signature \_\_\_\_\_

Firm Asphalt Paving Systems, Inc.

Typed Name and Title Robert Capoferri / President

IT IS BIDDERS' RESPONSIBILITY TO CHECK [www.demandstar.com](http://www.demandstar.com) for  
ADDENDA BEFORE SUBMITTAL



**ADDENDUM NO. 2**  
**PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION**  
**ANNUAL PURCHASING AGREEMENT NO. 19-B-690**  
**Contract 19-B-690**

Addendum No. 2, dated November 13, 2019 to the drawings, specifications, and contract documents for the above-referenced project is hereby declared part of the original drawings, specifications, and contract documents. In the 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 on which the proposal is submitted.

- 1) This Addendum No. 2 corrects the Contract Number in the Bid Form from 19-B-960 to 19-B-690.
- 2) Addendum No. 2 also creates a Paragraph 5.B at Article 5 of the Agreement and adds the following:  
  
"Contractor agrees to make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities."
- 3) Finally, Addendum No. 2 provides response to requests for information received through November 13, 2019.

Enclosed as part of this Addendum are the following attachments. Please replace with the following, where applicable.

Exhibit 1 – Bid Form revised November 12, 2019

Exhibit 2 – Agreement revised November 12, 2019

Exhibit 3 – Revised Qualifications Statement

**October 14 RFI**

1. Do you happen to know the engineers estimate on the above-mentioned project, or where I may be able to find it?

**Response:**

**The quantities in the bid form can be used to estimate annual expenditure. The quantities in the bid form are the estimated quantities for the upcoming year.**

2. The Qualifications Statement has "Project Name: Multimodal Improvements, Repair and Rehabilitation of West Bay Drive". The project is labeled "Pavement and

Roadway Infrastructure Rehabilitation Annual Purchasing Agreement No. 19-B-690". Is this a misprint and will it be corrected?

**Response:**

The project name in the Qualifications Statement is incorrect. It should read "Pavement and Roadway Infrastructure Rehabilitation Annual Purchasing Agreement No. 19-B-690. See Exhibit 3 for a revised Qualifications Statement. Bidders who have already completed the original Qualifications Statement may submit that original Qualifications Statement and still be considered responsive.

**October 25 RFI**

1. Is there a provision for bituminous material adjustment?

**Response:**

As no Task Order will exceed 5,000 tons and no Task Order will have a Contract Time greater than 365 days, there is no provision for the bituminous material adjustment per FDOT specifications.

The unit bid price for asphalt will, however, be adjusted in accordance with the following provisions:

- (a) Unit price adjustment for asphalt may be made at the time of contract renewal as specified in the Bidding Documents (two optional annual renewals at the end of the two year Contract) to reflect increases or decreases in the FDOT Asphalt Price Index (API) in the month of renewal (CAPI) of more than 10% from the API in effect during the month in which the bids were received (BAPI).

- (b) The asphalt unit price adjustment shall be made as follows:

$$\% \text{ API difference} = \text{ID} / \text{BAPI}$$

and

$$\begin{aligned} \text{Adjusted Asphalt Unit Price} = & (\text{Bid Unit Price} * \text{wt\% Mix Less Liquid Asphalt}) + \\ & (\text{Bid Unit Price} * \text{wt\% Liquid Asphalt} * (1 + \% \text{ API difference})) \end{aligned}$$

where:

$$\text{wt\% Mix Less Liquid Asphalt} = 93.75\% \text{ (wt/wt)}$$

$$\text{wt\% Liquid Asphalt (excluding cutback \& emulsified asphalt)} = 6.25\% \text{ (wt/wt)}$$

ID = Index Difference

$$\text{If } \text{CAPI} < (0.90)\text{BAPI, then: ID} = [\text{CAPI} - 0.90(\text{BAPI})] \text{ (\$/gal)}$$

$$\text{If } \text{CAPI} > (1.10)\text{BAPI, then: ID} = [\text{CAPI} - 1.10(\text{BAPI})] \text{ (\$/gal)}$$

$$\text{If } (0.90)\text{BAPI} < \text{CAPI} < (1.10)\text{BAPI, then: ID} = 0 \text{ (\$/gal)}$$

API Decrease Example:

Asphalt Unit Price: \$130/ton

BAPI: \$2.1569/gal

CAPI: \$1.5514/gal

ID = \$1.5514 – (0.90\*\$2.1569) = -\$0.3898/gal

% API difference = -\$0.3898 / \$2.1569 = -18.07%

Adjusted Asphalt Unit Price = (\$130/ton \* 0.9375) + (\$130/ton \* 0.0625 \* (1 – 0.1807))  
= \$128.53/ton

API Increase Example:

Asphalt Unit Price: \$130/ton

BAPI: \$1.5514/gal

CAPI: \$2.1569/gal

ID = \$2.1569 – (1.10\*\$1.5514) = \$0.4504/gal

% API difference = \$0.4504/\$1.5514 = 29.03%

Adjusted Asphalt Unit Price = (\$130/ton \* 0.9375) + (\$130/ton \* 0.0625 \* (1 + 0.2903))  
= \$132.36/ton

- (c) **The API is available on the FDOT Construction Office website before the 15th day of each month at the following URL:**  
<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>
- (d) **No adjustment in bid prices will be made for either tack coat or prime coat.**
- (e) **No price adjustment reflecting any further increase in the cost of asphalt will be made after the expiration of the allowable contract time.**
- (f) **The City reserves the right to make adjustments for decrease in the cost of asphalt.**

- 2. Are bonds going to be required for every work assignment?

**Response: No.**

#### **October 30 RFI**

- 1. Please confirm that the City of Largo reserves the right to award bid items to separate contractors based on value.

**Response:**

**Yes, however, Work on a given Site is generally awarded to a single Contractor. The City will issue Task Orders based on a cost estimate prepared using an estimate of quantities and the Contractor's bid pricing.**

- 2. Will the Milling & Paving be tied together regardless of price differences between contractors?

**Response:**

**Work on a given Site is generally awarded to a single Contractor. The City will issue Task Orders based on a cost estimate prepared using an estimate of quantities and the Contractor's bid pricing.**

3. Please clarify the working hours for this project.

**Response:**

**See Supplementary Conditions paragraphs SC-7.02.B and SC-7.02.C.**

4. Please refer to the liquidated damages paragraph 4.03 of page 2 of 9 on the agreement. The contract states that "the work for each Task Order will be completed within the amount of time set forth in each respective Task Order for Substantial Completion...". How are we to calculate the risk of liquidated damages on task orders we don't have a timeframe for?

**Response:**

**See Bid Form Article 6 and Supplementary Conditions paragraph SC-1.01.A, definitions of Task Order and Task Order Contract Times.**

5. If our traffic control plans follow FDOT standard plans & specs, will a stamp by a certified engineer still be required?

**Response:**

**Work on City roadways will not require a stamp by a certified engineer. A stamp will be required by a certified engineer for traffic control plans on County and State roads as the City does not have jurisdiction on these roadways.**

6. Please reference bid item 9. The bid item's description reads "SP9.5 FC". The description is confusing and misleading. Is this to be a friction course mix or a structural course mix?

**Response:**

**FC = friction course.**

7. Please reference bid item 11. The bid item's description reads "SP12.5 FC". The description is confusing and misleading. Is this to be a friction course mix or a structural course mix?

**Response:**

**FC = friction course.**

**November 4 RFI**

1. Clearing & Grubbing pay item in the schedule of values is listed at 0 Quantity Lump Sum. Please clarify that this pay item is not to be included in our bid form..

**Response:**

**The Clearing & Grubbing pay item is not to be included in your Bid Form.**