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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, March 10, 2020
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 meeting: 01/28/2020**
 - b. Request to approve ratification of the fifth Trustee to the Police Pension Board**
 - c. Request approval to utilize the existing unit price services agreement with Morelli Landscaping, Inc. for**

the purchase of landscaping trees for the Corey Ave and Blind Pass project in the amount of \$108,000.

- d. Request approval of the service agreement with Playcore Wisconsin, Inc. d/b/a GameTime in the amount of \$128,320.19 for McKenney Park playground equipment and surfacing.**
- e. Request approval of the proposal from Duke Energy in the amount of \$38,800.24 to replace 11 existing streetlights around the Pass A Grille Park with Sanibel Poles and shielded lights.**
- f. Request approval to utilize the Purchase Agreements with Insituform Technologies, LLC and Rowland, Inc., for Wastewater System repairs in an amount not to exceed the annually approved Inflow & Infiltration program through September 30, 2021.**
- g. Request approval to utilize the Service Agreement with FCS, Inc., for Lift Station Grease removal in an amount not to exceed the annually approved Wastewater R&M – Equipment program through September 30, 2021.**

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

6. Ordinances – No items submitted at this time.

7. Resolutions

- a. Resolution 2020-03: A Resolution of the City Commission of the City of St. Pete Beach, Florida, Providing Notice to Public Risk Management of Florida of the City's Intent to Solicit Insurance Proposals and Notice of Intent to Withdraw.**

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

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

- a. Comprehensive Plan and Land Development Code Amendments as they relate to Density Pools**
- b. Update to Personal Rules and Regulations**
- c. Multi-Year Funding Plan to Roads**

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 28, 2020

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
Michelle Gonzalez, Transportation Director
Jim Kilpatrick, Fire Chief
Wesley Wright, Community Development Director

1. Presentations

- a. Tampa Bay Beaches Chamber of Commerce – Status Report

Robin Miller, President/CEO, provided an update regarding Chamber activities, Coffee with a Cop, monthly business meetings with City representatives, and a new Visitor Guide.

- b. Introduction of St. Pete Beach Fire Lieutenants: Stewart Hehenberger, Aaron Mattson, and Jason Wing

Fire Chief Jim Kilpatrick introduced employees who were recently promoted within the department. Chief Kilpatrick also announced that Derek Herman was selected as Firefighter of the Year.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

Ms. Rysnicki, Don Cesar neighborhood, commented on the flooding in her area.

Mark Grill, Palms Point, commented on charitable contributions.

4. Consent

- a. Request approval to utilize the Purchase Agreement with TLC Diversified, LLC, dated November 20, 2018, in the amount of \$298,663.28 for Lift Station 15 Rehabilitation.
- b. Request approval of the Task Order under the Continuing Engineering Services Contract with Cardno, Inc., in the amount of \$35,882.00 for the 1st Avenue Fishing Pier Alternatives Analysis.
- c. Request approval to sign a statement of “no objection” for the property owner to the north of the Alfonzo St. street-end owned by the City for the construction of a residential dock with a boat lift that extends more than one-half of the waterway width from the seawall and encroaches into side setbacks.

Commissioner Friszolowski moved to approve Consent Items 4(a), (b), and (c) 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 task order under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$86,798.10 for Engineering Services during construction of the St. Pete Beach Sanitary Sewer Capacity Improvements project.

City Manager Alex Rey reported that Items 5(a) and 5(b) are related to the construction of the Force Main project.

The engineering services for Hotel District Lift Stations 2, 3 and 4 tie into the new sanitary sewer force main on Gulf Boulevard and include reviewing submittals, responding to requests for information, construction observation, and preparation of record drawings for the new lift stations.

Commissioner Izzo moved to approve Item 5(a), to approve the task order under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$86,798.10 for engineering services during construction of the St. Pete Beach Sanitary Sewer Capacity Improvements project. The motion was seconded by Vice Mayor Finnerty and unanimously approved by a roll call vote.

- b. Request approval of Addendum No. 3 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$225,100.00 for Bidding and Construction Phase Services for the Sanitary Sewer Capacity Improvements project.

Addendum No. 3 provides for additional tasks to the scope of work to include the bidding phase services, construction phase services and the State Revolving Fund Loan assistance.

Commissioner Friszolowski requested the Limitation of Liability on page 82 be amended to reflect the City's requirements.

Vice Mayor Finnerty moved to approve Item 5(b), to approve Addendum No. 3 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$225,100.00 for bidding and construction phase services for the Sanitary Sewer Capacity Improvements project. The motion was seconded by Commissioner Izzo and unanimously approved by a roll call vote.

6. Ordinances

- a. Final 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.

Vince Tenaglia, Assistant City Manager, reviewed the supplemental budget appropriations that included revenue and adopted re-appropriations, encumbrances, unencumbered balances and new requests totaling \$24,983,862 in gross revenue and expenditures.

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

Commissioner Friszolowski moved to approve item 6(a), Ordinance 2020-01, upon final 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 Pletcher and unanimously approved by a roll call vote.

- b. Final 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. Tenaglia explained the final stage of the sanitary sewer expansion funding project, which exceeded the estimated construction costs by approximately \$4.47 million.

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

Vice Mayor Finnerty moved to approve Item 6(b), Ordinance 2020-02, upon final 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 Commissioner Izzo and unanimously approved by a roll call vote.

- c. 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.

Wesley Wright, Community Development Director, explained the ordinance will clarify how mobile food trucks are utilized at special events.

Mr. Wright requested to make the following change: Page 103, paragraph "m," remove "Class I".

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

Vice Mayor Finnerty moved to approve Item 6(c), Ordinance 2019-23, upon final reading, an ordinance of the City of St. Pete Beach, amending the Land Development Code, Division 6 – Supplemental Regulations, Section 6.25 – Mobile Food Establishment; and amending Appendix "A" of the Code of Ordinances to reduce the cost of a mobile food establishment permit, providing for codification, providing for severability; providing for repeal of ordinances in conflict; and providing an effective date. The motion was seconded by Commissioner Izzo and unanimously approved by a roll call vote.

7. Resolutions

- a. Resolution 2020-xx: A Resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing a Conditional Use Permit (CUP) for Caddy's St. Pete Beach located at 5501 Gulf Boulevard to allow for Outdoor Seating (39 seats) in front of the restaurant within the existing 687-square foot patio.

Mr. Wright reviewed the Conditional Use Permit (CUP) request from Caddy's of St. Pete Beach, formerly known as Silas Dent Restaurant, to allow for west-side, outdoor dining. A total of 669 notification letters were mailed to surrounding residents, a legal ad was placed in *The Tampa Bay Times* and a property sign was posted to meet the State of Florida and St. Pete Beach Land Development Code regulations. Mr. Wright submitted a list of exhibits into the record.

Commissioner Friszolowski requested page 112 be amended as follows: Ballades Bollards.

Don Mastry, 200 Central Avenue, St. Petersburg, representing the applicant, reviewed the particulars of the proposed project for the eating and drinking establishment in the Activity Center District.

Mr. Dickman confirmed that the City of St. Pete Beach was not a party in any settlement that Mr. Mastry mentioned in his comments and that the patio was not considered 'grandfathered'.

Marcus Winters, Caddy's Restaurant, commented on the fencing and patio.

Mayor Johnson opened the public hearing to receive public comments.

Public comments were received from:

Gerald Suholtz, 55th Avenue
Leslie Close, Gulf Boulevard
John Perston, Gulf Boulevard
Thomas Lindley, Gulf Boulevard

Mr. Wright recapped as follows: the application is for an outdoor eating and drinking area (dining with tables and chairs), hours of operation listed on the website are 8:00 a.m. to 11:00 p.m., a new 8' vinyl fence will be constructed on the north side.

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

Commissioner Izzo moved to approve Item 7(a), Resolution 2020-XX, a resolution of the City Commission of the City of St. Pete Beach, Florida,

authorizing Caddy's St. Pete Beach to operate an outdoor seating area (687 sf) in the front of the restaurant located at 5501 Gulf Boulevard; incorporating the conditions outlined herein and providing for an effective date, with the following conditions: a wall that goes all the way up the ceiling on the north side of the outdoor seating area and the spelling of 'bollard.' The motion was seconded by Vice Mayor Finnerty and unanimously approved by a 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 did not submit a report.

City Manager Rey reported on the following items:

- a. City Manager's Report On The Regulation Of City Waterways And Update To Waterway Ordinance
- b. Seafood Festival

Vice Mayor Finnerty moved to approve the street closure beginning from Friday at 6:30 a.m. to Thursday at 9:00 p.m. The motion was seconded by Commissioner Pletcher and unanimously approved by a roll call vote.

- c. Authorize Engagement of Consultant

Mr. Rey requested Commission approval to work with a consultant on the City's computer system.

Commissioner Pletcher moved to authorize the City Attorney and the City Manager to work on a resolution to the computer issue up to \$10,000 to bring into working order. The motion was seconded by Vice Mayor Finnerty and unanimously approved by a roll call vote.

City Attorney Dickman reported on the following items:

- Changes to the Kimley-Horn contract

Vice Mayor Finnerty reported on the following items:

- Seafood Festival
- Sunday Market
- Florida League of Cities conference 2/10/2020 to 2/12/2020
- Suncoast League of Cities conference 2/17/2020 to 2/19/2020

- Pay stations at Egan Park

Commissioner Izzo reported on the following items:

- Meeting with residents in March

Commissioner Pletcher reported on the following items:

- The four-way stop at Pass-a-Grille Way and 21st Avenue

Commissioner Friszolowski reported on the following items:

- St. Pete Beach Classic Run

Mayor Johnson reported on the following items:

- St. Pete Beach Classic Run
- Law Enforcement Dinner on 2/15/2020
- Big C Meeting on 2/29/2020

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:15 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

St. Pete Beach City Commission
Agenda Report

Issue Considered: Ratification of the fifth Trustee to the Police Pension Board.

Date: March 10, 2020

Prepared By: Ginny Bodkin, Deputy City Clerk

Through: Al Johnson, Mayor

Summary of Issue: Kim Kilgore (Foster & Foster), the Administrator of the Police Pension Board has reported that at their quarterly meeting on January 16, 2020, the Board elected Patricia Cucchiara as the fifth Trustee, to replace Bob Rogers.

The Operating Rules and Procedures of the Police Officer's Retirement System, 1.7, ELECTION PROCEDURES state that "The fifth Trustee of the Board shall be chosen for a two (2) year term every other year at the first meeting in January following the selection of other Trustees. The fifth Trustee shall be a legal resident of St. Pete Beach and may or may not be an employee of the City. The name of the person selected by a majority of the other Trustees shall be certified to the City commission which shall, in accordance with state law, ratify the appointment of that person as a ministerial act." Each Trustee may succeed themselves in office.

Funding: N/A

Requested Motion: "I move to ratify the appointment of Patricia Cucchiara to serve as the fifth Trustee on the Police Officer's Pension Board for a two-year term expiring in March of 2022."

Attachments: Patricia Cucchiara – Citizen's Talent Bank Application and resume.

Reviewed by
City Manager: AR



**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: Patricia A. Cucchiara

Mailing Address (if different):

Street Address: 2607 Pass A Grille Way

St. Pete Beach, Florida 33706

Phone #: (352) 262-3085

E-mail: triciacucchiara@gmail.com

Fax #: () _____

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

PATRICIA A CUCCHIARA
2607 Pass A Grille Way
St Pete Beach, FL 33706
352-262-3085

CERTIFICATION:
Certified Public Accountant, 1983

RESUME:
Practiced as a CPA as follows:
1983 - 1987 Patricia Cucchiara P.A., CPA
1987 - 1991 Cucchiara & Masog, P.A, CPA's
1992 - 2005 McDavid & Company, CPA's
2005 - 2015 KWS, CPA's
2015 -current Retired

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

Issue Considered: Request approval to utilize the existing unit price services agreement with Morelli Landscaping, Inc. for the purchase of landscaping trees for the Corey Ave and Blind Pass project in the amount of \$108,000.

Date: March 10, 2020

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested to continue working with Morelli on the landscaping on Corey Avenue and Blind Pass Rd. The provided a quote based on Genesis's landscape design for the area. We have reduced the amount of trees needed to get within budget. We have \$100,000 budgeted for the project and are adding the PAG Phase II tree planting savings of \$8,000 to add to this project for a total of \$108,000

The trees will be planted on the 200-400 block of Corey and where space allows on Blind Pass south of Corey Ave.

Funding: 301-8000-590-0016

Requested Motion: "I move to approve the utilization of the existing unit price services agreement with Morelli Landscaping, Inc. for the purchase of landscaping trees for the Corey Avenue and Blind Pass project in the amount of \$108,000.00."

Attachment: Morelli Landscaping Services Agreement, Quote and Genesis Landscape Design

**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.

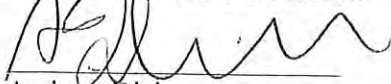
Signature: 

By: Vincent J. Morelli, Jr.

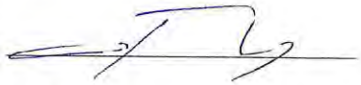
Its: President

Date: August 30, 2019

APPROVED AS TO FORM:


Andrew Dickman
City Attorney

City of St. Pete Beach:

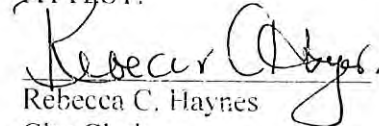
Signature: 

By: Alex Rey

Its: City Manager

Date: August 13, 2019

ATTEST:

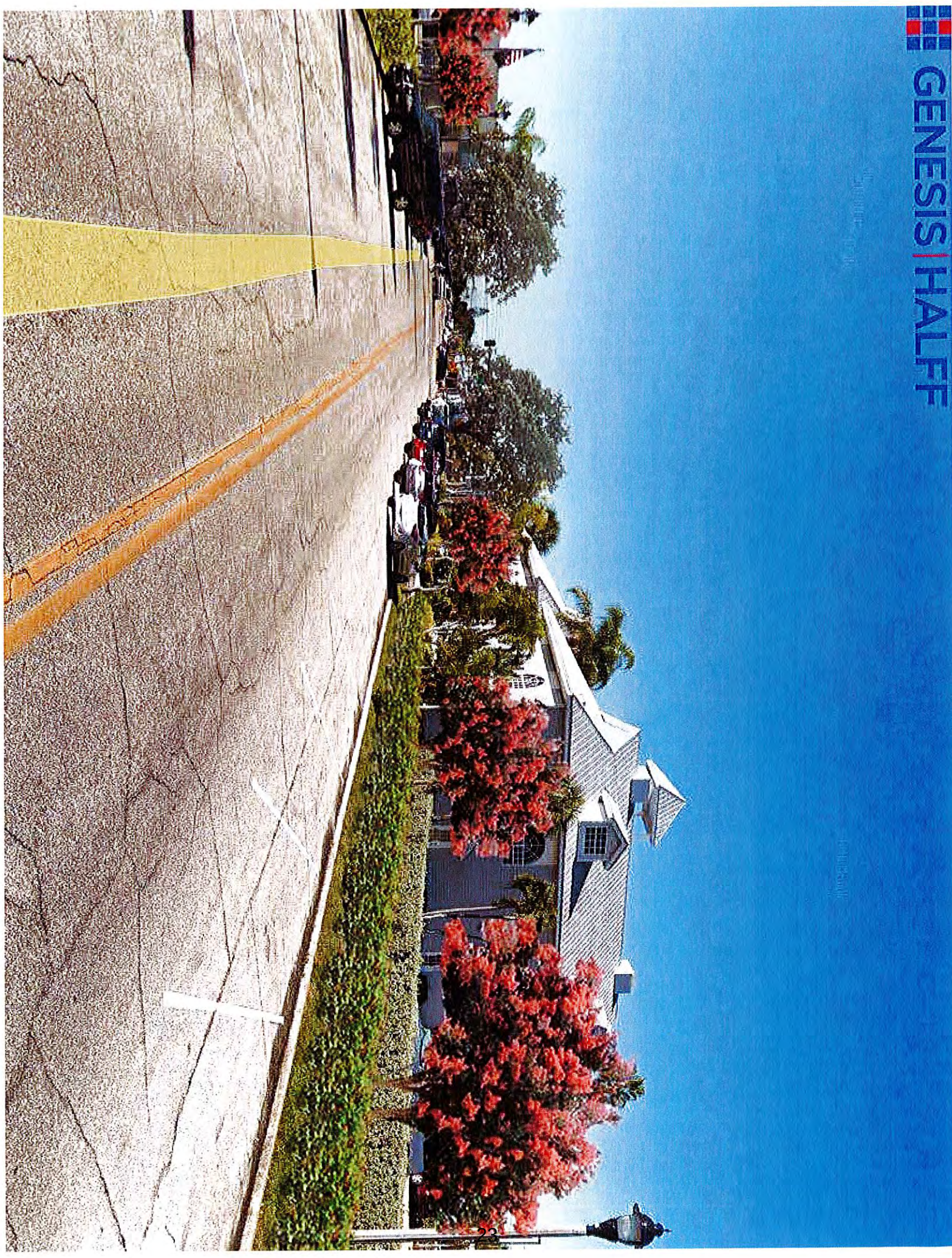

Rebecca C. Haynes
City Clerk

MORELLI LANDSCAPING, INC.

Project: Corey Avenue - 200, 300 and 400 Block
Date: 9/24/2019; Rev. 10/30/2019; rev. 3/1/2020

Quantity	Item	Unit Cost	Total Cost
	Landscape Materials, furnished and installed:		
4	Live Oak, 20'-22' ht., 7.5"-8" cal., RPG	5,700.00	22,800.00
55	Muskogee or Natchez Standard Crape Myrtle, 4" cal., 110 gal., 8' CT	985.00	54,175.00
60	Hibiscus Standard (or similar accent piece), 15 to 25 gal.	250.00	15,000.00
1	Understory Plantings & Backfill - medians & neckouts (allowance)	15,000.00	15,000.00
1	Mulch - trees, medians, neckouts (allowance)	9,825.00	9,825.00
1	Site Preparation / Landscape Removals (allowance)	14,000.00	14,000.00
TOTAL			\$ 108,000.00





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

Issue Considered: Request approval of the service agreement with Playcore Wisconsin, Inc. d/b/a GameTime in the amount of \$128,320.19 for McKenney Park playground equipment and surfacing.

Date: March 10, 2020

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The City approached GameTime for a quote to remove and replace the playground equipment at McKenney Park with new, updated playground equipment. GameTime is currently under contract with the City of Charlotte, North Carolina, and is part of a Master Intergovernmental Cooperative Purchasing Agreement that allows Public Agencies to procure playground equipment installation services utilizing the Charlotte unit prices.

The City will piggyback on the City of Charlotte contract for the installation of the new playground equipment at McKenney Park, and remain under contract with GameTime for future playground equipment purchases for a maximum term length of three years.

Funding: 301-8000-590-0025

Requested Motion: "I move to approve the service agreement with Playcore Wisconsin, Inc. d/b/a GameTime in the amount of \$128,320.19 for McKenney Park playground equipment and surfacing."

Attachment: Draft Services Agreement
GameTime Quote

**Reviewed by the
City Manager:** 

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Playground and Outdoor Fitness Equipment

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Playcore Wisconsin, Inc. d/b/a GameTime (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, Contractor is currently under contract with the City of Charlotte, North Carolina (the "NC 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 NC 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 NC 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, 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, 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:

Attn: Artem Chibizov
GameTime c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700

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.

**GameTime c/o Dominica Recreation
Products, 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)



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/04/2020
Quote #63770-01-15

McKenney Park 2020

City of Saint Petersburg Beach
Attn: Jennifer McMahon
155 Corey Avenue
Saint Pete Beach, FL 33706
Phone: 727-363-9274
Fax: 727-363-9246
jcmahon@stpetebeach.org

Ship to Zip 33706

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	RDU	GameTime - MPS17006 Modified Turtleback	\$40,593.00	28.21	\$29,142.46	\$29,142.46
1	7027L	PlayWorx GT - Box Turtle Climber	\$9,784.00	3.00	\$9,490.48	\$9,490.48
1	7026L	PlayWorx GT - ButterFly Climber	\$8,927.00	3.00	\$8,659.19	\$8,659.19
1	6255	GameTime - Sensory Dome - Small	\$7,594.00	16.00	\$6,378.96	\$6,378.96
1	3306	GameTime - Window Red 20" for Dome	\$583.00	26.00	\$431.42	\$431.42
1	3329	GameTime - Sensory Dome Climber Insert	\$145.00	28.50	\$103.68	\$103.68
1	12583	GameTime - Ada Primetime Swing Frame, 3 1/2" Od	\$1,257.00	3.00	\$1,219.29	\$1,219.29
2	5128	GameTime - Expression Swing 3 1/2" X 8'	\$1,423.00	16.00	\$1,195.32	\$2,390.64
1	12584	GameTime - Ada Primetime Swing Aab, 3 1/2" Od	\$778.00	3.00	\$754.66	\$754.66
2	SS8910	GameTime - Belt Seat 3 1/2" /8' W/Clevis	\$287.00	6.00	\$269.78	\$539.56
1	Install	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>			\$20,925.00	\$20,925.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2017 6th Ed Building Code Drawings			\$995.00	\$995.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>			\$1,250.00	\$1,250.00
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Play Structure w Blue Roofs, Small Playhouse, Swings, Spring Riders and Box Steps.</i> <i>Bonded Rubber AND Sub Base must be removed prior to equipment removal.</i>			\$7,250.00	\$7,250.00
1	Removal	5-Star Plus - Removal of Existing Bonded Rubber Surfacing (approx 2,000 sq/ft)-- <i>Includes disposal</i>			\$4,500.00	\$4,500.00
2000	Bonded-8	GT-Impax - Hole Repairs from Equipment change - bonded rubber surfacing - 8' Fall Height- ASTM Compliant - ADA Compliant JUNGLE COLOR			\$15.34	\$30,680.00

Sub Total \$124,710.33

Freight \$3,609.86



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/04/2020
Quote #63770-01-15

McKenney Park 2020

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
						Total \$128,320.19

Comments

ALTHOUGH SAME COLOR (JUNGLE) WILL BE USED FOR REPAIRS, THEY WILL BE DIFFERENT COLORS DUE TO FADING OF EXISTING SURFACING.

Fencing section will need to be removed to allow access for construction machinery.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Permits are included in cost. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of order (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process does not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/04/2020
Quote #63770-01-15

McKenney Park 2020

ORDER INFORMATION

Bill To: _____ Ship To: _____
Contact: _____ Contact: _____
Address: _____ Address: _____
Address: _____ Address: _____
City, State, Zip: _____ City, State, Zip: _____
Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____
Signature: _____ Date: _____
Title: _____ Phone: _____
E-Mail: _____ Purchase Amount: **\$128,320.19**



Uprights: Blue
 Accent: Periwinkle
 Plastic: Spring Green

GameTime
 A PlayCore Company
www.gametime.com

McKenney Park (2020) St. Petersburg Beach, FL

drp Dominica
 Recreation Products
www.playdrp.com

Intellectual property of Game Time, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Uprights: Blue
 Accent: Penwinkle
 Plastic: Spring Green



McKenney Park (2020)

St. Petersburg Beach, FL



Intellectual property of Gametime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Intellectual Property of GameTime PlayCore Company. This site shown in rendering is an interpretation and may not reflect exact site conditions.

McKenney Park (2020) St. Petersburg Beach, FL



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

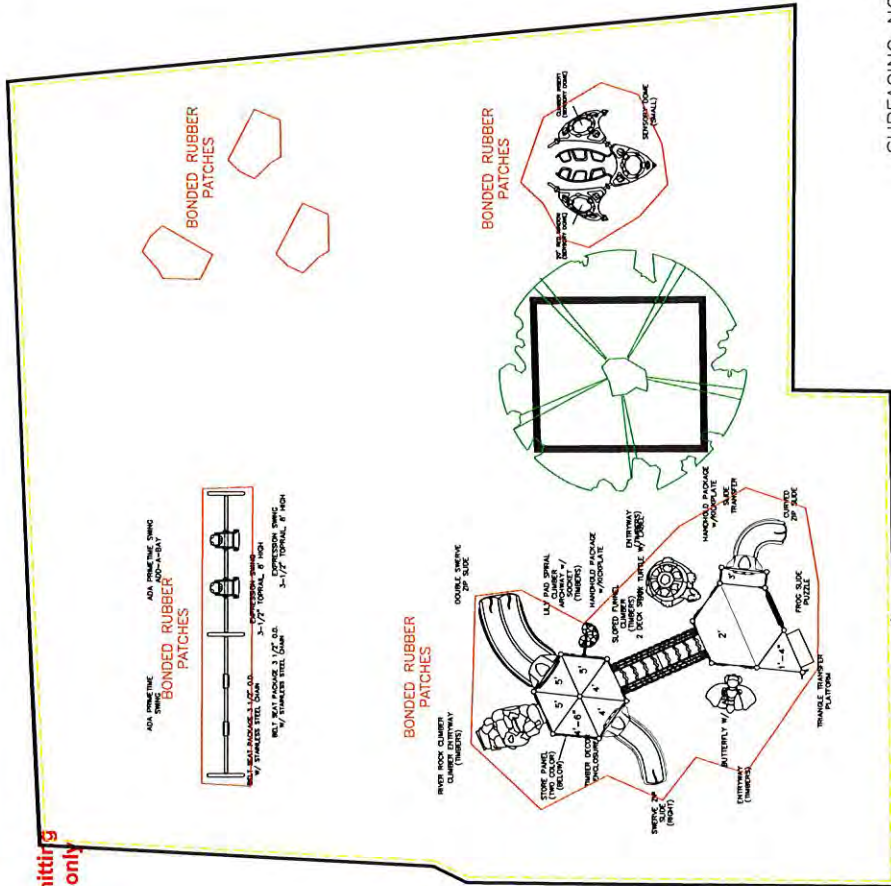
McKenney Park (2020)

St. Petersburg Beach, FL

Not to Scale

This is not a siteplan or survey
Siteplan required from owner for Permitting
Trees shown for illustrative purposes only
CONCEPTUAL LAYOUT ONLY

***SAFETY SURFACING NOT INCLUDED
EXISTING BONDED RUBBER WILL BE DAMAGED
DURING INSTALLATION AND CUSTOMER WILL BE
RESPONSIBLE FOR SURFACING RETOP.
SECTION WILL NEED TO BE REMOVED TO
ALLOW FOR ACCESS FOR CONSTRUCTION
MACHINERY



SURFACING NOT ADDRESSED IN PROPOSAL

Scope of Work by GameTime Certified Installers
- Removal and Disposal of existing Play Equipment
- Installation of Equipment

ENTRANCE

A portion of interior benches may need to be removed to fit all equipment.



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Mckenney Park (2020)
St. Petersburg Beach, FL
Representative
Dominica Recreation Products

This play equipment is recommended for children ages 5-12

Minimum Area Required:
Scale: NTS
This drawing can be scaled only when in an 18" x 24" format

BACKFILL: Soft medium surfacing material, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA Z-614

Drawn By:
CMR/gw
Date:
2/4/2020
Drawing Name:
Mckenney Park - St. Petersburg Beach

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

Issue Considered: Request approval of the proposal from Duke Energy in the amount of \$38,800.24 to replace 11 existing streetlights around the Pass A Grille Park with Sanibel Poles and shielded lights.

Date: March 10, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

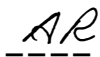
Summary of Issue: The new streetlights installed on the west side of Pass A Grille Way south of 12th Avenue during the road construction project are tall enough that the light from the new LED bulbs would shine directly into the adjacent homes. As a result, the lights were turned off. The bulbs on the existing Acorn style light poles on the west side were changed out to LED fixtures. The amount of new white LED light from those new fixtures is too bright and out of character for this neighborhood. As a test to find an acceptable solution, Duke brought two different fixtures and changed several lights on both PAGW and around the PAG Park. The new fixtures were still too bright for the neighborhood. As a second test to find an acceptable solution, this proposal will replace the 11 light fixtures around the park with shielded fixtures similar to the ones on Gulf Way. If this solution is acceptable, another proposal will be brought forward for new poles and fixtures to replace the poles and acorn fixtures on the east side of PAGW and the new streetlights on the east side will be removed.

Funding: LED Lighting 301.8000.590.0003

Requested Motion: "I move to approve the proposal from Duke Energy in the amount of \$38,800.24 to replace 11 existing streetlights around the Pass A Grille Park with Sanibel Poles and shielded lights."

Attachment: Duke Energy Proposal

**Reviewed by the
City Manager:**





INVOICE

Invoice: F3360863303
Invoice Date: 1/25/2020
Page: 1 of 1

Email sent to customer on 01/27/2020

Bill to: CITY OF ST PETERSBURG BEACH
CITY OF ST PETERSBURG BEACH
0901 GULF BEACHES
ST PETERSBURG BEACH FL 33706

Customer ID: 000174385
PO / Contract No:
Payment Terms: Net 30
Due Date: 2/24/2020

Amount Due: \$38,800.24

Invoice for work or services performed at: 108 PASS A GRILLE WAY LITE SAINT PETERSBURG FL

For billing questions, please call Paschal, Jasmine at 727 562-3827

Line	Date of Charge	Description	Net Amount
------	----------------	-------------	------------

1	01/24/2020	Customer contribution	\$38,800.24
---	------------	-----------------------	-------------

Amount Due: \$38,800.24

To pay electronically, please allow 24 hours from the time this invoice is received and use website <https://www.e-billexpress.com/ebpp/DukeEnergy>. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

↓ Please detach and return with your payment. Please indicate invoice number on check.

Payment Coupon

Please make check payable to:

Duke Energy
PO Box 602880
Charlotte NC 28260-2880

ACH Instructions:

Wells Fargo - Florida
121000248
Duke Energy
002062640508238

Invoice Number: F3360863303

Corporation Code: 50226

Please Pay By: 2/24/2020

Customer ID: 000174385

Total Amount Due: \$38,800.24

Fed Tax ID # 56-2155481

CITY OF ST PETERSBURG BEACH
CITY OF ST PETERSBURG BEACH
0901 GULF BEACHES
ST PETERSBURG BEACH FL 33706

Amount Enclosed



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

Issue Considered: Request approval to utilize the Purchase Agreements with Insituform Technologies, LLC and Rowland, Inc., for Wastewater System repairs in an amount not to exceed the annually approved Inflow & Infiltration program through September 30, 2021.

Date: March 10, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City entered into unit rate purchasing agreements with Insituform Technologies, LLC (for Wastewater System Pipe Lining dated December 12, 2016) and Rowland, Inc. (for Wastewater System Point Repairs and Wastewater System Manhole Rehabilitation dated January 20, 2017). These three contracts are renewable through September 30, 2021.

We are requesting authorization for the City Manager to approve purchases under the existing purchasing agreements. Task orders will be issued in each FY in amounts not to exceed the approved program amount for that FY.

Funding: CIP – Inflow & Infiltration
101-6107-535-5633

Requested Motion: “I move to approve the utilization of the Purchase Agreements with Insituform Technologies, LLC and Rowland, Inc., for Wastewater System repairs in an amount not to exceed the annually approved Inflow & Infiltration program through September 30, 2021.”

Attachment: Signed Insituform Technologies, LLC Purchase Agreement
Signed Rowland, Inc. Point Repair Purchase Agreement
Signed Rowland, Inc. Manhole Rehab. Purchase Agreement

**Reviewed by the
City Manager:**



FIRST ADDENDUM TO WASTEWATER SYSTEM PIPE LINING AGREEMENT

THIS ADDENDUM ("Addendum") is made to that certain Agreement for Wastewater System Pipe Lining ("Agreement") executed as of the 5th day of December 2016 ("Effective Date") by and between CITY OF ST. PETE BEACH ("Owner") and INSITUFORM TECHNOLOGIES, LLC ("Vendor") (collectively the "Parties") in connection with providing Wastewater System Pipe Lining.

The purpose of this addendum is to:

1. Add a renewal clause to the Agreement. The Parties agree to add Paragraph 21 to the Agreement which shall read: This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

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

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

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

INSITUFORM TECHNOLOGIES, LLC:

Signature: 

By:

Diane Partridge
Contracting & Auditing Officer

Its:

Date: 8/27/18

CITY OF ST. PETE BEACH:

Signature: 

By: Wayne Saunders

Its: City Manager

Date: 8-14-2018

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Insituform Technologies, LLC
Wastewater System Pipe Lining

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Insituform Technologies, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. 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 subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor'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 Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor 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.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor'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. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor'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. Vendor 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 Vendor 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 Vendor, Vendor'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.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor 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 attorney's 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.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

13. 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 Agreement 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.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

17. 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 Vendor:

Insituform Technologies, LLC
Attn.: Diane Partridge
17988 Edison Avenue
Chesterfield, MO 63005

As to CITY:

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

18. 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.

19. 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.

20. 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.

[signature page to follow]

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

Insituform Technologies, LLC:

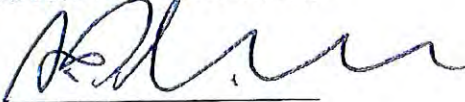
Signature: 

By: Diane Partridge

Its: Contracting and Attesting Officer

Date: 12/5/16

APPROVED AS TO FORM:


Andrew Dickman
City Attorney

City of St. Pete Beach:

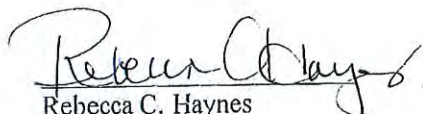
Signature: 

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:


Rebecca C. Haynes
City Clerk

INSITUFORM TECHNOLOGIES, LLC

Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

Appointment by the President. The president of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge, Laura M. Andreski and Whitney Schulte as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 2nd day of September, 2016.

INSITUFORM TECHNOLOGIES, LLC

By



Daniel P. Schoenekase
Assistant Secretary

FIRST ADDENDUM TO WASTEWATER SYSTEM POINT REPAIRS AGREEMENT

THIS ADDENDUM ("Addendum") is made to that certain Agreement for Wastewater System Point Repairs ("Agreement") executed as of the 20th day of January 2017 ("Effective Date") by and between CITY OF ST. PETE BEACH ("Owner") and ROWLAND, INC. ("Vendor") (collectively the "Parties") in connection with providing Wastewater System Point Repairs.

The purpose of this addendum is to:

1. Add a renewal clause to the Agreement. The Parties agree to add Paragraph 21 to the Agreement which shall read: This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

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

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

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

ROWLAND, INC.:

Signature: _____

By: _____

**Rick Mansfield
VP & CFO
Rowland Inc.**

Its: _____

Date: _____

8/23/18

CITY OF ST. PETE BEACH:

Signature: _____

By: Wayne Saunders

Its: City Manager

Date: _____

8-14-2018

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Point Repairs

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. 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 subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor'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 Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor 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.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor'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. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor'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. Vendor 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 Vendor 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 Vendor, Vendor'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.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor 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 attorney's 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.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

13. 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 Agreement 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.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

17. 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 Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

18. 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.

19. 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.

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[signature page to follow]

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

Rowland, Inc.:

Signature: K. D. Rowland

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman
Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: Wayne Saunders

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes
Rebecca C. Haynes
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Point Repairs

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. 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 subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor'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 Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor 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.

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor'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. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor'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. Vendor 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 Vendor 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 Vendor, Vendor'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.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor 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 attorney's 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.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

13. 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 Agreement 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.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

17. 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 Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

18. 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.

19. 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.

20. 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.

[signature page to follow]

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

Rowland, Inc.:

Signature: K. D. Rowland

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman
Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: Wayne Saunders

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes
Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (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 cost provided in this chapter 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 upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

(1) 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) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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 public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

I. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that he/she has extensive experience in underground utility construction and is also licensed to do so.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Contract to be entered into; that this Bid or Contract is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the RFB, Plans, and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: **"WASTEWATER SYSTEM POINT REPAIRS"**

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: **"WASTEWATER SYSTEM POINT REPAIRS"**.

COMPANY: Rowland Inc. DATE: November 3, 2016
ADDRESS: 6855 102nd. Ave. N., Pinellas Park, FL 33782 PHONE: (727) 545-3815

BY: K. D. Rowland
(SIGNATURE)
NAME: Kevin D. Rowland, President
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 3rd day
of November, 2016 [Signature]
(Notary Public)
February 24, 2018
(My Commission Expires)

SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH



**FIRST ADDENDUM TO WASTEWATER SYSTEM MANHOLE
REHABILITATION AGREEMENT**

THIS ADDENDUM ("Addendum") is made to that certain Agreement for Wastewater System Manhole Rehabilitation ("Agreement") executed as of the 20th day of January 2017 ("Effective Date") by and between CITY OF ST. PETE BEACH ("Owner") and ROWLAND, INC. ("Vendor") (collectively the "Parties") in connection with providing Wastewater System Manhole Rehabilitation.

The purpose of this addendum is to:

1. Add a renewal clause to the Agreement. The Parties agree to add Paragraph 21 to the Agreement which shall read: This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

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

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

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

ROWLAND, INC.:

Signature: _____

By: _____

**Rick Mansfield
VP & CFO
Rowland Inc.**

Its: _____

Date: _____

8/23/18

CITY OF ST. PETE BEACH:

Signature: _____

By: Wayne Saunders

Its: City Manager

Date: _____

8-14-2018

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Manhole Rehabilitation

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. 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 subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor'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 Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor 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.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor'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. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor'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. Vendor 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 Vendor 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 Vendor, Vendor'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.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor 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 attorney's 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.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

13. 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 Agreement 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.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

17. 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 Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

18. 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.

19. 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.

20. 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.

[signature page to follow]

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

Rowland, Inc.:

Signature: KEO RLL

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: [Signature]

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes

Rebecca C. Haynes
City Clerk

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

Issue Considered: Request approval to utilize the Service Agreement with FCS, Inc., for Lift Station Grease removal in an amount not to exceed the annually approved Wastewater R&M – Equipment program through September 30, 2021.

Date: March 10, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City currently utilizes FCS, Inc. for the cleaning and removal of grease related buildup inside the City's 14 Lift Station and 3 Pump Stations. This approval will allow the City to utilize FCS on an annual basis, for the duration of Agreement Term, which is renewable through September 30, 2021.

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

Requested Motion: “I move to approve the utilization of the Service Agreement with FCS, Inc., for Lift Station Grease removal in an amount not to exceed the annually approved Wastewater R&M – Equipment program through September 30, 2021.”

Attachment: FCS Services Agreement

Reviewed by the City Manager: 

**CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT**

Sanitary Sewer – Fats, Oils, and Grease Removal



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

WHEREAS, Contractor is currently under contract with Pinellas County for Grit Removal Services - Utilities (the "PC Contract"); and

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

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

WHEREAS, the Contractor specifically consents to the City using its "piggy-back" authority; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods or services described in the PC Contract attached hereto and incorporated herein as Exhibit B.
4. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 2019 ("completion date").

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Upon Contractor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.
7. Contractor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
8. Contractor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Contractor further warrants that any defects in the goods shall be properly repaired by Contractor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.
9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
10. Contractor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.
11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product

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

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

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

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

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

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

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

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

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

As to Contractor:

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

As to City:

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

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

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

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

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

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

FCS, Inc.

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Contractor’s “Piggy-Back Contract”)



Grit Removal Services- Utilities

Bid #156-0406-B(LN)

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 INVITATION TO BID
ISSUE DATE: May 20, 2016	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED
TITLE: GRIT REMOVAL SERVICES – RE-BID	BID NUMBER: 156-0406-B(LN)
SUBMITTAL DUE: JUNE 16, 2016 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.	PRE-BID DATE & LOCATION: NOT APPLICABLE
DEADLINE FOR WRITTEN QUESTIONS: JUNE 6, 2016 BY 3:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone: 727/464-3766 Fax: 727/464-3925	Non-Mandatory Site Visit
<u>THE MISSION OF PINELLAS COUNTY</u> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	 JOSEPH LAURO, CPPO/CPPB Director of Purchasing

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.73)

*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE
AMOUNT OF \$ _____

BIDDER (COMPANY NAME): FCS, Incorporated

D/B/A _____

MAILING ADDRESS: 3813 126th Avenue North

CITY / STATE / ZIP Clearwater, FL 33762

COMPANY EMAIL ADDRESS: service@fcs-inc.org

PHN: (727) 576-1111 **FAX:** (727) 573-1521

***REMIT TO NAME:** FCS, Incorporated

(As Shown On Company Invoice)

FEIN# 59-2642043

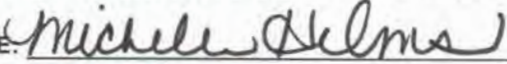
CONTACT NAME: FCS, Incorporated

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

PRINT NAME: Michelle Helms

EMAIL ADDRESS: Michelle@fcs-inc.org

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

AUTHORIZED SIGNATURE: 

PRINT NAME/TITLE: Michelle Helms, VP

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	☐
W-9 (TAXPAYER ID)	☐

SEE PAGE 27 SECTION F FOR BID PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

June 16, 2016

*Purchasing Department
Board of County Commissioners
Annex Building – 6th Floor
400 South Fort Harrison Avenue
Clearwater, Florida 33756*



ATTN: Lucy Nowacki

RE: #156-0406-B(LN) Grit Removal Services - ReBid

Good Morning,

I would like to thank you for the invitation to submit an official proposal for the Grit Removal Services for Utilities.

Enclosed is our official package, which includes the items you requested.

Our hope and goal is that this economically friendly program will create a win-win situation for both Pinellas County and FCS Incorporated. FCS Incorporated is a minority women owned business. We at FCS welcome Pinellas County's environmental sustainability efforts.



FCS currently brings back all waste to the Grease Depot plant. The disposal recycling plant Grease Depot, Inc. is permitted to accept all types of non-hazardous waste generated by locations. i.e.: Grease Trap, Grease Interceptor, Grit, Sand, Septic, Sludge, Storm Water, Lint Trap, and Lift Station Waste. Grease Depot currently has been accepting these types of waste not only from FCS, Incorporated, but accepting waste from several haulers for years.

*Grease Depot, Incorporated is monitored monthly and quarterly in their wastewater testing requirements. They are connected to the City of Largo's PTO for their wastewater stream. Grease Depot sends the remaining dried waste from the processed product to Pinellas County Utilities. The dried material can now be burned and used to produce between **6,000 to 7,000 BTU's of energy** which is converted into making of energy. This method leaves our local landfills free of any contamination that may be produce from remaining residual from the waste. The ultimate vision is to participate in recycling wastes and environmentally friendly treatment/disposal practices. By using these steps we have left not only our clients, but also potential customers indemnity free because all the waste is gone. So no longer is the Cradle to Grave a liability for Pinellas County and other customers.*

FCS empowers a fleet of 12 – 5,000-gallon plus vacuum trucks along with our 2-vaccon trucks.

Our company will completely “hydro-jets/vacuum clean” each digester. This thorough process removes all liquid and solid waste from the digester, leaving the digester empty upon completion. Our hope is that this written statement of our commitment to you will secure a trust scenario for all parties involved.

FCS has an excellent reputation in Client satisfaction. Our goal is to be the very best in our industry.

I would like to thank you in advance for giving FCS an opportunity to participate in this RFP process.

Respectfully submitted,

Frankie Dee, President
FCS, Incorporated
3813 126th Avenue North
Clearwater, Florida 33762
727-576-1111 Office
727-573-1521 Fax
service@fcs-inc.org

SECTION D – VENDOR REFERENCES

Bid Title: Grit Removal Services – Re-bid
 Bid Number: 156-0406-B(LN)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: FCS, Incorporated

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: March 19, 1986

BUSINESS ADDRESS: 3813 126th Avenue North, Clearwater, Florida 33762

HOW LONG IN PRESENT LOCATION: 2001 (15-Years)

TELEPHONE NUMBER: 727-576-1111 FAX NUMBER: 727-573-1521

TOTAL NUMBER OF CURRENT EMPLOYEES: 68 FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 5

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: Pinellas County Utilities

ADDRESS: 1620 Ridge Road, Largo, FL 33778

TELEPHONE/FAX: 727-742-7799

CONTACT: Jim Dulaney

CONTACT EMAIL: JDulaney@co.pinellas.fl.us

COMPANY EMAIL ADDRESS: _____

2. COMPANY: Hillsborough County Utilities

ADDRESS: Van Dyke Plant -- Tampa

TELEPHONE/FAX: 813-335-9544

CONTACT: Luke Armstrong

CONTACT EMAIL: Armstrongl@hillsboroughcounty.org

COMPANY EMAIL ADDRESS: _____

3. COMPANY: Kimmins Contracting Corporation

ADDRESS: 1501 2nd Avenue, Tampa, FL 33605

TELEPHONE/FAX: 813-610-3800

CONTACT: JoAnna Williams

CONTACT EMAIL: Joanna@Kimmins.com

COMPANY EMAIL ADDRESS: _____

4. COMPANY: TB Landmark Construction

ADDRESS: 11201 New Berlin Road, Jacksonville, FL 32226

TELEPHONE/FAX: 904-238-1486

CONTACT: BJ

CONTACT EMAIL: BJB@Tblandmark.com

COMPANY EMAIL ADDRESS: _____

SECTION E – SPECIFICATIONS

Bid Title: Grit Removal Services – Re-bid
Bid Number: 156-0406-B(LN)

A. INTENT

In accordance with the attached specifications, it is the intent of Pinellas County Utilities (PCU) to establish a contract for grit removal services at water and sewer treatment facilities or within the collection system on an as needed basis.

Potential areas for grit removal at the two (2) water reclamation treatment facilities and estimated volume of grit are shown in the table below. Actual grit amount in tanks may be greater or less than numbers shown. The service area collection system and pump stations are not included in the table, but are additional potential sites requiring grit removal.

South Cross Bayou Water Reclamation Facility (SCBWRf) 7401 54th Avenue North Saint Petersburg, Florida 33709				
	Total Volume (gallons)	Total Surface Area (ft ²)	Est. Grit Depth (ft.)	Est. Dry Tons (DT)
North Train Anoxic Tanks	1,458,800	16,200	1	650
South Train Anoxic Tanks	1,295,600	12,834	1	550
North Train Aeration Tanks	9,772,000	94,500	1	3,800
South Train Aeration Tanks	7,489,200	74,000	1	2,960
North Train Primary Clarifier	550,600	6,400	1	250
South Train Primary Clarifier	446,000	5,200	1	200
Sludge Holding Area	3,281,000	27,600	1	1200
Sludge Holding Tank	214,000	2,273	1	100
William E. Dunn Water Reclamation Facility(WEDWRF) 4111 Dunn Drive Palm Harbor, Florida 34683				
Two (2) Fermentation Tanks	760,000	6,400	0.75	200
Two (2) First Anoxic Tanks	1,690,000	14,230	0.75	450
Three(3) Oxidation Reactors (2 large trains w/ smaller center train – these would be done live)	5,810,000	60,000	0.75	1,800
Two(2) Second Anoxic Tanks	1,880,000	15,800	0.75	500
Two (2) Re-aeration Basins (these would be done live)	220,000	1,850	0.75	56
Center Oxidation Ditch	1,280,000	15,200	.75	0
Two (2) Sludge Holding Tanks (can take down one at a time)	440,000		0.75	111

Estimated dry tons are calculated based on the following formula:

$$(\text{Gallons}) * (8.34 \text{ lbs. /gallon}) * (\text{ton}/2000 \text{ lbs.}) * \% \text{ solids} = \text{DT}$$

Estimates in the table assume 80% solids, and numbers reflect rounded values.

SECTION F – BID SUMMARY

Bid Title: Grit Removal Services – Re-bid
 Bid Number: 156-0406-B(LN)

	EST ANNUAL QTY	UOM	(ALL INCLUSIVE) TOTAL
South Cross	350	Dry Ton	\$ 297,500.00
Dunn	30	Dry Ton	\$ 30,000.00
Mobilization/demobilization (South Cross and Dunn)	12	Each	\$ 15,000.00
Pump Station and Service Area Collection Systems	80	Hour	\$ 20,000.00
TOTAL			\$ 362,500.00

Unspecified Services – is not a guarantee to be needed during the term of the contract and will be ordered and authorized solely at the discretion of the County.	\$50,000
---	----------

DELIVERY 1 DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (http://www.flsenate.gov/Laws/Statutes/2011/607_1501).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

SECTION F – BID SUMMARY

Electronic Payment (ePayables)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 27.

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

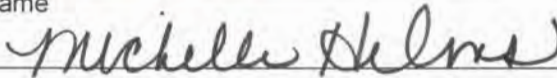
Yes ☒No ☐

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

FCS, Incorporated

Company Name

Signature

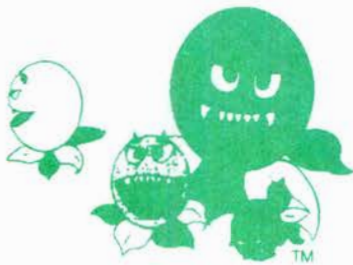


Michelle Helms

Printed Signature

727-576-1111

Phone Number



FCS INC.

Go Green with the FCS Team
Recycling GT Waste & Yellow Oil
PERMIT # PCH0004-07/17 LIC # CFC056982

INVOICE # 313366

REMIT TO:

3813 126th Avenue N., Suite 13
Clearwater, FL 33762
(727) 576-1111 24 Hr Emg.

ACCOUNT #

NAME
ADDRESS
CITY
STATE

PCU-

PO#	WO#	PHONE NUMBER						CK. #	CREDIT CARD	C.O.D.	NET 10		
PUMPINGS	JETTINGS	CAR WASH	TRAPS	INTERCEPTORS	LIFTSTATION	DRAINFIELD	SEPTIC	OB	PAY THIS AMOUNT				
									X				
COMMENTS													
Baffle intact and unobstructed								[] NA				[] Yes	[] Needs Repair
Cover secure & in good condition								[] Yes				[] Needs Repair	
Inlet/outlet pipes intact and in place								[] Yes	[] Needs Repair				
Walls & bottom in good condition								[] Yes	[] Needs Repair				
								TOTAL					

Interceptor T-1 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch, Total Depth: _____
Condition: T-2 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch Total Depth: _____ Time In _____ Out _____
T-3 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch Total Depth: _____ AM/PM AM/PM
DRIVER: _____ DECAL # _____ TAG# _____ Volume Pumped (_____)

SAMPLE INVOICE

Customer Signature: _____

Date: _____

Print Customer Name: _____

THANK YOU 😊

Driver Signature: _____

Date: _____

CERTIFICATION: I certify that the above information is true and accurate. I further certify that said device was completely pumped and cleaned, and no materials were pumped back into the device or the Jurisdiction Utilities wastewater collection system. I understand that falsification of this information is a violation of the Jurisdiction Utilities Ordinances and I may be subject to enforcement action in accordance with the provisions set forth therein (PCCS #126-613).

ACCEPTANCE OF WORK PROVIDED: I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action.

Discharge Approval: On this date _____ and time _____, the waste listed in this manifest were approved for discharge, and were disposed by the hauler at the following permitted treatment facility: _____

Operator Signature: _____ **Disposal Manifest #** _____

Comments: _____

UNIFIED MANIFEST • Retain this form at least 3 years in your files.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2016

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

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

PRODUCER Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716		CONTACT NAME: Sandy Barnes PHONE (A/C, No. Ext): (727) 391-9791 FAX (A/C, No): (727) 393-5623 E-MAIL ADDRESS: sandy.barnes@stahlinsurance.com																						
INSURED FCS Inc. 3813 126th Ave N Suite #13 Clearwater FL 33762		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Amerisure Mutual Ins Co</td><td>23396</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER C:</td><td>St Paul Fire & Marine Ins Co</td><td>24767</td></tr><tr><td>INSURER D:</td><td>Amerisure Insurance Co</td><td>19488</td></tr><tr><td>INSURER E:</td><td>Admiral Insurance Co</td><td></td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Amerisure Mutual Ins Co	23396	INSURER B:	Travelers Property Casualty Co	25674	INSURER C:	St Paul Fire & Marine Ins Co	24767	INSURER D:	Amerisure Insurance Co	19488	INSURER E:	Admiral Insurance Co		INSURER F:		
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INSURER E:	Admiral Insurance Co																							
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:CL166732142****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		GL2011804	6/14/2016	6/14/2017	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC					
	OTHER:					
B	AUTOMOBILE LIABILITY		810862K6842	10/27/2015	10/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB	☒ OCCUR	ZUP21N4764616NF	6/14/2016	6/14/2017	EACH OCCURRENCE \$ 4,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 4,000,000
	DED RETENTION \$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC2091637	3/31/2016	3/31/2017	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution (OCC)		FEIEIL1849102 CM Retro Date 11/29/2001	11/29/2015	11/29/2016	Per Occurrence \$3,000,000
	Environment Liab/Trans(CM)					Aggregate \$3,000,000

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

Regarding Contracts: 089-0314-M; 112-0178-Q; 123-0143-B(LN); 145-001-Q(CM);
Pinellas County Board of County Commissioners are included as additional insured regarding General Liability and included as additional insured with regards to Auto Liability as required by written contract. Waiver of Subrogation in favor of Pinellas County Board of County Commissioners regarding General Liability and Auto Liability.

CERTIFICATE HOLDER

CertsOnly-Portland@ebix.co

Pinellas County
C/O Ebix RCS
P O Box 257
Ref # 96-Z337944
Portland, MI 48875-0257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kelly Petzold/BARNES

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W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

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

Name (as shown on your income tax return)

FCS, Incorporated

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.)

3813 126th Avenue North

Requester's name and address (optional)

City, state, and ZIP code

Clearwater, FL 33762

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

59 2642043

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
HereSignature of
U.S. person ▶*Michelle Akelme*

Date ▶ June 16, 2016

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

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

Privacy Act Notice:

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

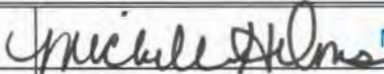
You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

Bid Title: Grit Removal Services – Re-bid
 Bid No: 156-0406-B(LN)

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

ADDENDUM NO. SIGNATURE/PRINTED NAME DATE RECEIVED

1	 Michelle Helms	June 16, 2016

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

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

FCS, Incorporated is a Florida business which incorporated March 19, 1986.

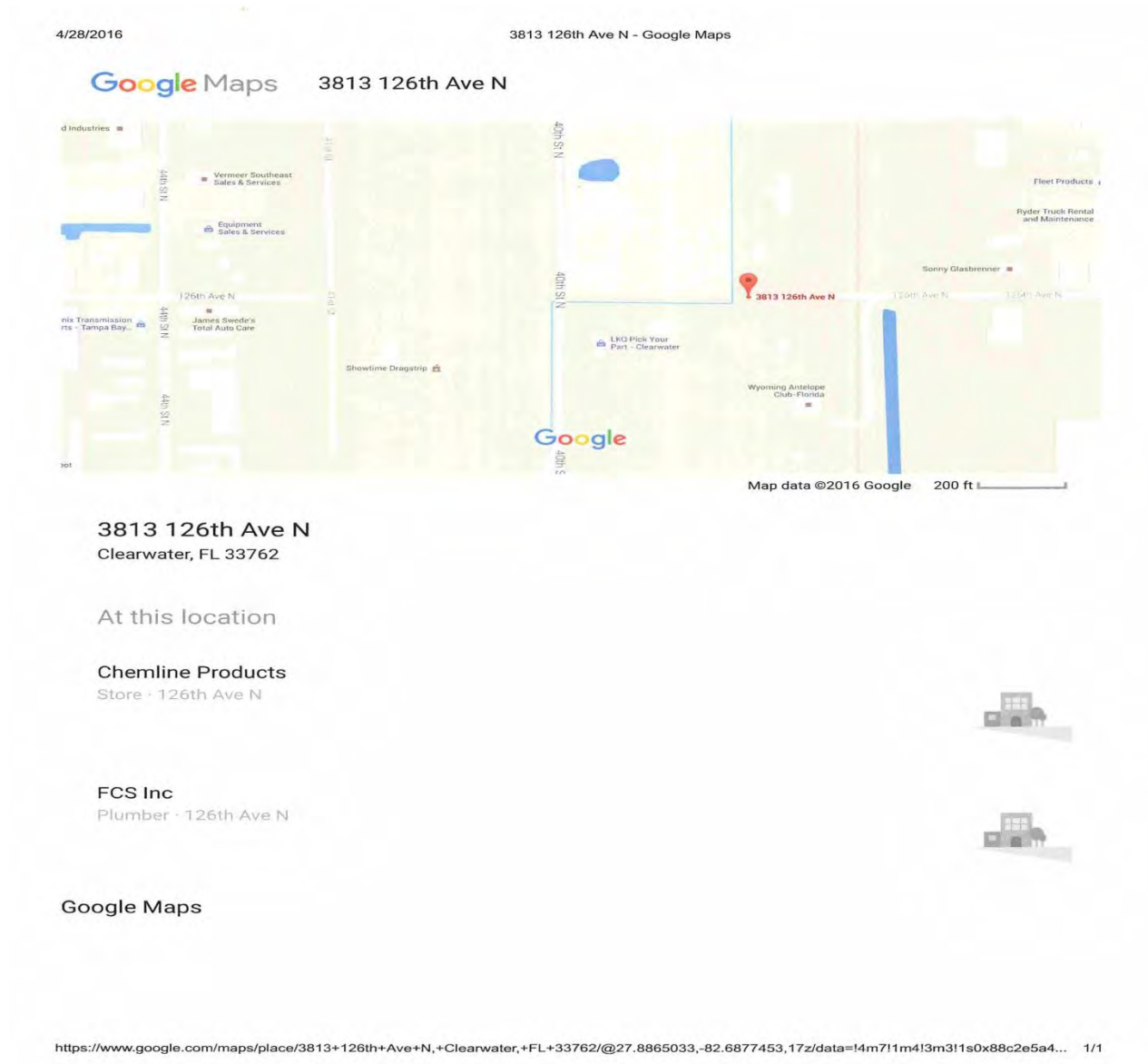
Detail by Entity Name

Page 1 of 3

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS	
	
	
Detail by Entity Name	
<u>Florida Profit Corporation</u>	
FCS, INC.	
<u>Filing Information</u>	
Document Number	J01117
FEI/EIN Number	59-2642043
Date Filed	02/26/1986
Effective Date	02/25/1986
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/23/2011
Event Effective Date	NONE
<u>Principal Address</u>	
3813-126 AVENUE SUITE #13 CLEARWATER, FL 33762	
Changed: 02/19/2007	
<u>Mailing Address</u>	
3813 126TH AVENUE CLEARWATER, FL 33762	
Changed: 02/19/2007	
<u>Registered Agent Name & Address</u>	
DIBENEDETTO, FRANK J. 3813-126 TH AVENUE CLEARWATER, FL 33762	
Address Changed: 01/31/2001	
<u>Officer/Director Detail</u>	
Name & Address	
Title PD	
DIBENEDETTO, FRANK J 3813-126TH AVENUE CLEARWATER, FL 33762	
Title T	

<http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=Entity...> 4/28/2016

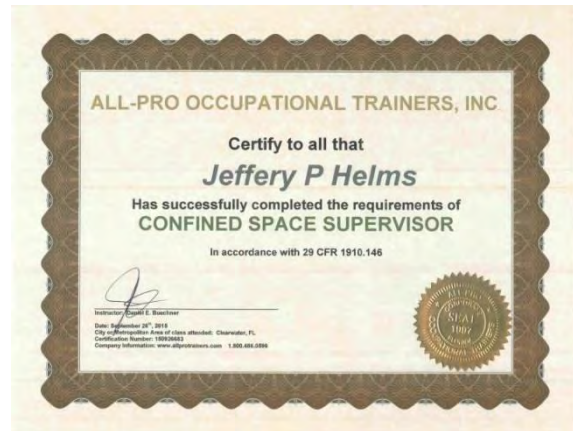
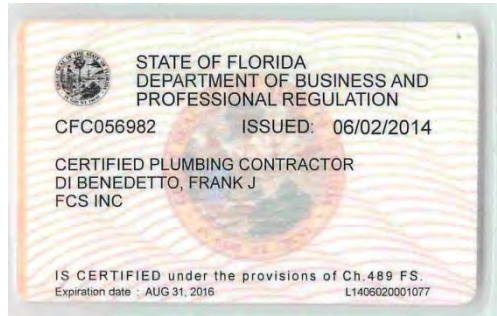
FCS is located at: 3813 126th Avenue North, Clearwater, Florida 33762



FCS has 68 employees

FCS is only based out of Clearwater, Florida where all Employees reside.

Point of Contact—Jeffery Helms FCS-3813 126th Avenue N, Clearwater, FL 33762 (727-576-1111)



Florida HEALTH
52-Q1-00013

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit**

52-BID-2978735

OSTDS Service - SDS*

Issued To: FCS Inc
3813 126th Avenue N #13
Clearwater, FL 33762

Mail To: FCS Inc
3813 126th Avenue N #13
Clearwater, FL 33762

County: **Pinellas**
Amount Paid: \$530.00
Date Paid: 11/24/2015
Issued Date: 01/01/2016

Permit Expires On: 12/31/2016

Issued By:
Department of Health in Pinellas County
8751 Ulmerton Road, Suite 2000
Largo, FL 33771
(727) 538-7277

Owner: FCS, Incorporated (DiBenedetto, Frank)

SDS Trucks: 13

TTS Trucks: 0

The facility shown above has been inspected by a duly authorized representative of the Department of Health, and was found in conformance with those rules promulgated by the department under the authority of chapters 381, 386 and 489 part III, Florida Statutes, and set forth in Rule 64E-6, Florida Administrative Code.

This permit grants authority to operate the above referenced facility, service, or system in conformance with department rules and the conditions of operation shown below. This permit is revocable, upon service of notice, when it is determined by the department that the operational conditions and department standards are not being maintained.

The (13)trucks are to be inspected once a year by this department. All trucks must have disinfectant (lime or other) with them at all times.

*OSTDS Service Permit Abbreviations: **SDS** - Septage Disposal Service **TTS** - Temporary Tank Service **LAS** - Land Application Site
ATUM - ATU Maintenance Entity **LSF** - Lime Stabilization Facility **TM** - Tank Manufacturer

Original Customer: FCS Inc (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

FCS, Incorporated opened our doors in April 1986 and is a minority women-owned three generations strong family business. We have been proudly providing services for over thirty years and welcome environmental sustainability efforts. Our growth comes from a mix of traditional values, dedication, and new innovative ideas to accomplish one common goal—Satisfying our Customers. While our weakness comes from our strong work ethics may scare some individuals away. Our idea of doing a job is a job is worth doing well. We have been providing tank cleaning services, sludge dewatering, grit washing and disposal of material described in this bid. FCS in 1999 provided above type of services for Pinellas County taking down the McKay Creek Wastewater treatment facility in Largo, Florida. FCS continues to provide these types of services through the years, through current. FCS has worked with Pinellas County Utilities at the South Cross Facility on 54th Avenue North with the same type of services of tank cleaning, sludge dewatering, grit removal washing and disposal of material for numerous tanks such as the Anoxic Tanks, Aeration Tanks, T-Cups, Storm Water Basins, Cleaning of the Headworks, Cleaning of Clarifier Tanks in Pinellas and Hillsborough County. We have cleaned the Clarifier tanks at the Coca Cola facility here in Pinellas County and worked for Kimmins Contracting cleaning out filter media tanks in Hillsborough County. We believe these types of projects qualify FCS for this Bid.

FCS will provide all labor, materials supervision, tools, equipment, and vehicles necessary to remove, dewater, transport and dispose of all bio-materials or products, sludge, water, sand, grit, rags, plastics, and all material. All material will be disposed of per Florida Department of Environmental Protection (FDEP) regulations and all State and local rules and regulations. FCS will be responsible for proper removal and disposal of all materials and all fees related to the disposal of sludge, sand, grit, plastics, and all other waste materials from the digesters. All Disposal documentation will be kept for records and the city will have a copy of all disposal records for proper reporting. FCS's single point of contact to administer the Agreement is Frank DiBenedetto (Cell-727-647-1988) while the On-Site Manager will be Jeffery Helms (Cell-727-647-1999). Whereas the Office Line of 727-576-1111 is a 24-hr Line if so needed.

FCS has:

12-Pump Trucks w/ High Power Blower Pumps w/ Dump Ability on Tanks (5000-G)

2-Vac Con Hydro Trucks with Booms to be accessed during the job (12-yards)

All of our personal are Confine Space Certified.

Oxygen Monitors & Blowers are used as Osha Required for Confine Space

All the Waste will be brought back to Grease Depot Facility to be processed and disposed of properly.



All Sludge, Sand, Debris and Separation Removal/Disposal will be removed from site provided by FCS. We will Pump and Clean the Digesters, Anoxic Tanks, Clarifiers, etc. by removing debris and processed at the Facility Grease Depot located at 3805-126th Avenue North, Clearwater, Florida 33762 where we will be disposing of such waste. The Liquid is belt pressed and dried to pass the wet paint filter test. The waste cake is then incinerated and the by-product is electricity.





Staff Report

File #: 16-730D, **Version:** 1 Approved by County Administrator 8/23/2016 **Agenda Date:** 9/30/2016

Subject:

Change order no. 1 to the contract with FCS, Inc. for requirements of grit removal services.

Recommended Action:

Approval by the County Administrator of change order no. 1 to the contract with FCS, Inc. for requirements of grit removal services.

Contract No. 156-0406-B(LN); through July 18, 2021.

Strategic Plan:

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

5.2 Be responsible stewards of the public's resources

Summary:

Change order no. 1 adds pay items on an hourly basis for grit removal services of less than fifty (50) dry tons. The original contract contained pricing by occurrence only (\$850) regardless of the amount of removal required. The revised hourly rates provide for grit removal services at locations producing a low tonnage, providing for greater equity for both FCS and the County.

The revised hourly rates are:

\$250.00 for grit removal services less than 50 dry tons

\$250.00 for an additional truck/operator

\$85.00 for additional operators as required

Background/Explanation:

The Board of County Commissioners (Board) awarded this contract on July 19, 2016.

Fiscal Impact:

This change order requires no adjustment to contract funding as awarded by the Board; sufficient funds currently exist to provide the revised services.

Approved sixty (60) month expenditure: \$1,812,500.00

Delegated Authority:

Authority for the County Administrator to approve this change order is granted under Code Section 2-62 (a)(2).

Staff Member Responsible:

Randi Kim, Director, Utilities

Joe Lauro, Director, Purchasing

Partners:

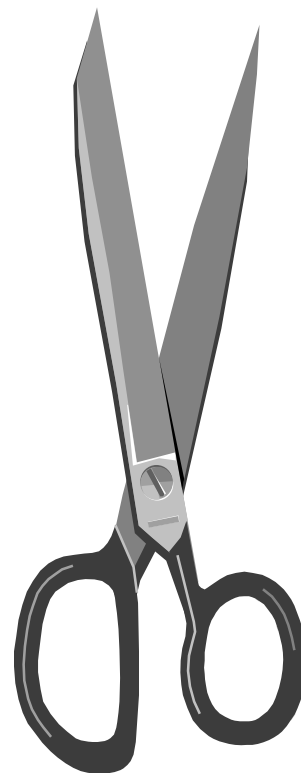
N/A

Attachments:

N/A

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

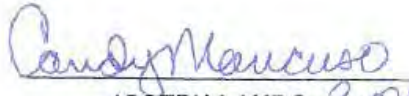
SEALED BID • DO NOT OPEN	
SEALED BID NO.: 156-0406-B(LN)	
BID TITLE: GRIT REMOVAL SERVICES – RE-BID	
DUE DATE/TIME: JUNE 16, 2016 @ 3:00 P.M.	
SUBMITTED BY: _____ (Name of Company)	
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building – 6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 INVITATION TO BID
ISSUE DATE: May 20, 2016	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED
TITLE: GRIT REMOVAL SERVICES – RE-BID	BID NUMBER: 156-0406-B(LN)
SUBMITTAL DUE: JUNE 16, 2016 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.	PRE-BID DATE & LOCATION: NOT APPLICABLE
DEADLINE FOR WRITTEN QUESTIONS: JUNE 6, 2016 BY 3:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone: 727/464-3766 Fax: 727/464-3925	Non-Mandatory Site Visit
<u>THE MISSION OF PINELLAS COUNTY</u> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	 JOSEPH LAURO, CPPO/CPPB Director of Purchasing

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.73)

*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE
 AMOUNT OF \$ _____

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____ **PHN:** () _____ **FAX:** () _____

***REMIT TO NAME:** _____ **CONTACT NAME:** _____
 (As Shown On Company Invoice) **FEIN#** _____

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

PRINT NAME: _____

EMAIL ADDRESS: _____

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

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	
W-9 (TAXPAYER ID)	

SEE PAGE 27 SECTION F FOR BID PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

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

2. DESCRIPTION OF SUPPLIES:

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

3. ALTERNATES:

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

4. SUBMISSION OF BID:

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

5. REJECTION OF BID:

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

SECTION A - GENERAL CONDITIONS

- (c) The County reserves the right to waive minor informalities or irregularities in any bid.
6. **WITHDRAWAL OF BID:**
- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.
7. **LATE BID OR MODIFICATIONS:**
- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.
8. **PUBLIC REVIEW AT BID OPENING:**
Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.
9. **BID TABULATION INQUIRIES:**
 Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.
10. **AWARD OF CONTRACT:**
- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. See Rejection of Bids.
- (c) If two or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.
11. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**
 Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

SECTION A - GENERAL CONDITIONS

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

13. PROVISION FOR OTHER AGENCIES:

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

14. COLLUSION:

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

15. CONTRACTOR LICENSE REQUIREMENT:

All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.

16. SAFETY DATA SHEETS REQUIREMENTS:

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Safety Data Sheet at the time of each delivery.

17. RIGHT TO AUDIT:

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-176(j). Records should be maintained for three (3) years from the date of final payment.

18. PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:

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

19. MULTIPLE COPIES:

Unless otherwise specified, responses to an Invitation to Bid (ITB) or Request for Proposal (RFP) should be submitted in duplicate.

SECTION A - GENERAL CONDITIONS

20. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
- c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

21. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

22. ADA REQUIREMENT FOR PUBLIC NOTICES:

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

23. "OR EQUAL" DETERMINATION:

Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized person.

24. INSURANCE:

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

25. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

SECTION A - GENERAL CONDITIONS

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

26. **ASBESTOS MATERIALS:**

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

27. **PAYMENT/INVOICES:**

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

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

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

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

SECTION A - GENERAL CONDITIONS

Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

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

28. **TAXES:**
Payments to Pinellas County are subject to applicable Florida taxes.
29. **TERMINATION:**
- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
 - (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
 - (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
 - (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
30. **BIDDER CAPABILITY/REFERENCES:**
Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D).
31. **DELIVERY/CLAIMS:**
Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

SECTION A - GENERAL CONDITIONS

32. MATERIAL QUALITY:

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

33. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

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

34. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

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

35. EXCEPTIONS:

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

36. NON-EXCLUSIVE CONTRACT:

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

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

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

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;

SECTION A - GENERAL CONDITIONS

- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.
- (v) **If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.**

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

38. **LOBBYING:**

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

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

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

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

SECTION A - GENERAL CONDITIONS

39. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

40. **ADD/DELETE LOCATIONS SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

41. **INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

42. **PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

43. **JOINT VENTURES:**

All Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

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

44. **CONFLICT OF INTEREST:**

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

SECTION A - GENERAL CONDITIONS

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

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

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

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

(c) *Requirements to Protest.*

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

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

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

(f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or

SECTION A - GENERAL CONDITIONS

representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

(i) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

46. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas

SECTION A - GENERAL CONDITIONS

County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION B - SPECIAL CONDITIONS

Bid Title: Grit Removal Services – Re-bid
Bid Number: 156-0406-B(LN)

IMPORTANT NOTICE: Changes have been made to the Insurance process. INSURANCE IS NOW DUE WITH BID SUBMITTAL. See SECTION C – Insurance Requirements.

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for Grit Removal Services, as and when required.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT:** Duration of the contract shall be for a period of five (5) years with unit prices adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100 for the twelve (12) months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment should be submitted four (4) months prior to contract anniversary date. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received after the annual contract anniversary date may not be considered.

4. **PRE-COMMENCEMENT MEETING:**
Within ten (10) calendar days after the effective date of the contract, and prior to start of any work, a pre-commencement conference will be held with the successful contractor. The meeting will require contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.
5. **NON-MANDATORY SITE VISIT:** A site visit may be scheduled so that bidders may have the opportunity to view tanks to be cleaned. No questions, suggestions or modifications may be discussed with County representatives at these site visits. All questions must be addressed in writing to the Purchasing Department, attention Lucy Nowacki via email at lnowacki@pinellascounty.org and received by the question deadline as shown on Page 1 of the ITB. A site visit may be scheduled by contacting:

Ivy Drexler at South Cross (727)582-2275 or idxler@pinellascounty.org
Denis Gompers at Dunn (727)453-6745 or dgomper@pinellascounty.org

Bidder acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.

Any failure by the Bidder to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the Bidder from responsibility for adequately evaluating the difficulty or cost of successfully performing the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation

6. **INSPECTION:**
Pinellas County Utilities (PCU) reserves the right to inspect the Contractor's place of business, staff, and equipment prior to award to determine responsibility of said Contractor to perform or provide the requirements of the bid request. Should PCU determine that the Contractor's place of business, equipment, or staff is not suitable for the requirement, PCU reserves the right to rescind the award.
7. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.

SECTION B - SPECIAL CONDITIONS

8. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.
9. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.
10. **SUBMISSION OF BIDS:**

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

Instructions for Providing Files in PDF Format to Pinellas County Government

A. Why does Pinellas County Government want all the documents as PDF files?

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

SECTION C – INSURANCE REQUIREMENTS

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

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

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Bidder shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with bid was a compliant certificate no further action may be necessary. It is imperative that bidder include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the County at least thirty (30) days prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – INSURANCE REQUIREMENTS

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

SECTION C – INSURANCE REQUIREMENTS

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

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

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

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

Limits

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

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

Limit

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

Limits

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

SECTION C – INSURANCE REQUIREMENTS

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

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

Limits

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

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

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

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

SECTION D – VENDOR REFERENCES

Bid Title: Grit Removal Services – Re-bid
Bid Number: 156-0406-B(LN)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____ ADDRESS: _____ TELEPHONE/FAX: _____ CONTACT: _____ CONTACT EMAIL: _____ COMPANY EMAIL ADDRESS: _____	2. COMPANY: _____ ADDRESS: _____ TELEPHONE/FAX: _____ CONTACT: _____ CONTACT EMAIL: _____ COMPANY EMAIL ADDRESS: _____
3. COMPANY: _____ ADDRESS: _____ TELEPHONE/FAX: _____ CONTACT: _____ CONTACT EMAIL: _____ COMPANY EMAIL ADDRESS: _____	4. COMPANY: _____ ADDRESS: _____ TELEPHONE/FAX: _____ CONTACT: _____ CONTACT EMAIL: _____ COMPANY EMAIL ADDRESS: _____

SECTION E – SPECIFICATIONS

Bid Title: Grit Removal Services – Re-bid Bid Number: 156-0406-B(LN)

A. INTENT

In accordance with the attached specifications, it is the intent of Pinellas County Utilities (PCU) to establish a contract for grit removal services at water and sewer treatment facilities or within the collection system on an as needed basis.

Potential areas for grit removal at the two (2) water reclamation treatment facilities and estimated volume of grit are shown in the table below. Actual grit amount in tanks may be greater or less than numbers shown. The service area collection system and pump stations are not included in the table, but are additional potential sites requiring grit removal.

South Cross Bayou Water Reclamation Facility (SCBWRf) 7401 54th Avenue North Saint Petersburg, Florida 33709				
	Total Volume (gallons)	Total Surface Area (ft ²)	Est. Grit Depth (ft.)	Est. Dry Tons (DT)
North Train Anoxic Tanks	1,458,800	16,200	1	650
South Train Anoxic Tanks	1,295,600	12,834	1	550
North Train Aeration Tanks	9,772,000	94,500	1	3,800
South Train Aeration Tanks	7,489,200	74,000	1	2,960
North Train Primary Clarifier	550,600	6,400	1	250
South Train Primary Clarifier	446,000	5,200	1	200
Sludge Holding Area	3,281,000	27,600	1	1200
Sludge Holding Tank	214,000	2,273	1	100
William E. Dunn Water Reclamation Facility(WEDWRF) 4111 Dunn Drive Palm Harbor, Florida 34683				
Two (2) Fermentation Tanks	760,000	6,400	0.75	200
Two (2) First Anoxic Tanks	1,690,000	14,230	0.75	450
Three(3) Oxidation Reactors (2 large trains w/ smaller center train – these would be done live)	5,810,000	60,000	0.75	1,800
Two(2) Second Anoxic Tanks	1,880,000	15,800	0.75	500
Two (2) Re-aeration Basins (these would be done live)	220,000	1,850	0.75	56
Center Oxidation Ditch	1,280,000	15,200	.75	0
Two (2) Sludge Holding Tanks (can take down one at a time)	440,000		0.75	111

Estimated dry tons are calculated based on the following formula:

$$(\text{Gallons}) * (8.34 \text{ lbs. /gallon}) * (\text{ton}/2000 \text{ lbs.}) * \% \text{ solids} = \text{DT}$$

Estimates in the table assume 80% solids, and numbers reflect rounded values.

SECTION E – SPECIFICATIONS

B. BACKGROUND:

The tank contents are from municipal wastewater treatment plants. The mixture contains organic and inorganic solids, grit, oil, grease, scum, hair, plastics, rags, rag-like materials, silt, sand, stones, wood, brick, tools, metals, industrial solvents and other material normally found in tanks in a municipal wastewater treatment plant. Optimum operating pH is near neutral but may have varied at times from 4 to 11. The tanks may also contain methane, hydrogen, hydrogen sulfide, methyl mercaptans, and other toxic, explosive, and/or odorous gases, which should be monitored. The Contractor should anticipate thick hair mats and heavy concentrations of grit on the tank floors. Sampling and analysis of material removed shall be at the Contractor's expense. Copies of all testing, analysis, and reports, prepared by the Contractor or independent laboratories, will be provided to PCU. In the event the Contractor adds any material to the tank cleanings which causes the tank cleaning residuals to be considered hazardous, the Contractor will be responsible for all costs incurred to properly treat and dispose of the hazardous waste, as well as any liability arising therefrom, all at no additional cost to PCU.

PCU facilities have equipment in place to reduce grit accumulation in the treatment trains and collection systems, however, not all grit is captured in these systems. As grit accumulates in the treatment trains and collection systems, it commits aggressive wear and tear on downstream equipment and lowers the volume capacity of the tanks and pipes.

When possible, PCU will transfer as much of the tank contents as possible prior to turning the tank over to the Contractor for cleaning. It should be noted that in some cases, grit removal will be necessary in tanks that cannot be taken off-line. In these cases, proper equipment and safety precautions must be available for grit removal to occur in 'live' tanks. All work shall be scheduled with PCU to assure that the capability of the existing treatment plant to operate at the present level of treatment is not disrupted.

C. REQUIREMENTS:

- 1) Contractor must have applicable proven experience in the business of providing grit removal services and shall provide, at pre-commencement meeting, a list of employees, including years of experience and any licensing and certifications received, who will be assigned to perform services.
- 2) Contractor shall provide, at pre-commencement meeting, written documentation substantiating the disposal facility it intends to use for this service is properly permitted and in compliance with Local, State and Federal regulations.
- 3) Contractor shall provide, at pre-commencement meeting, a list of equipment to be used in the execution of the work detailed herein. This information shall be sufficient for the County to determine the suitability of the equipment to accomplish the work described herein. The County reserves the right to inspect the Awardees' place of business to ensure adequacy in these aforementioned items prior to the start of the award resulting from this inspection.
- 4) Contractor shall submit, at pre-commencement meeting, proof of employees certified in OSHA Confined Space Standard 29 CFR 190.146 for performing work in Confined Space Areas.
- 5) The Contractor must turn in documentation from tipping scales to demonstrate that removed grit has been disposed of properly.

D. SCOPE:

Services shall include all labor, material, equipment, and disposal fee for fulfillment of grit removal service, exclusive of mobilization and demobilization. Contractor shall be responsible for hauling and disposal of the material and compliance to all applicable regulations. The County will be charged based on dry tonnage, i.e., tonnage of grit disposed exclusive of water content. Dry tons may be calculated based on the formula in paragraph B, or by the following:

$$(\text{Total weight, tons} - \text{Tare weight, tons}) * \% \text{ solids} = \text{DT}$$

Contractor will be responsible for the removal of all grit, sand, sludge, rags, and vegetation, and the transportation and disposal costs of all removed material to the regulatory agency approved disposal site. The Contractor shall also supply all equipment such as pumps, hoses, cranes, bobcats, vehicles, trailers, etc., and any other material and/or supplies including personnel and manpower, deemed necessary to competently and safely perform these services. The Contractor shall be responsible for the loading, hauling, storage, processing as needed, testing, odor and noise control as may be necessary, and final disposal of all material removed from the tanks. The material may be processed on site or hauled as a liquid.

SECTION E – SPECIFICATIONS**E. CONTRACTOR REQUIREMENTS:**

- 1) Contractor shall low pressure wash clean and remove all grit contents of the tanks.
- 2) The Contractor will provide pumps, piping, hoses and other equipment required for the work and shall purge, contain, and treat all potentially hazardous gases prior to commencement of cleaning. Contractor shall provide equipment needed for proper ventilation as required.
- 3) The Contractor shall provide temporary portable generators or temporary utility power feed for power requirements.
- 4) The Contractor may use plant reclaimed water at no cost to the Contractor.
- 5) All spillage and leakage shall be immediately cleaned up by the Contractor.
- 6) The Contractor will provide support for inspection of interior of the cleaned tanks.
- 7) The Contractor shall utilize mechanical dewatering, such as a belt filter press, centrifuge, or other County-approved process, to dewater all removed tank contents. Decanting and/or supernating of the tanks are not allowed.
- 8) The filtrate flow from the dewatering process shall be delivered to tanks as directed by plant personnel.
- 9) Contractor is allowed to return filtrate from the dewatering process to the headworks of the plant only through written permission from the Owner. Contractor will coordinate with operations staff for location of discharge point.
- 10) Filtrate or other Contractor-generated waste streams returned to the plant shall not exceed the following parameters:
 - i. Total Daily Flow (MGD) 0.250 MGD Maximum
 - ii. Instantaneous Flow Rate (gpm) 300 GPM
 - iii. Total Suspended Solids (mg/L) 500 PPM
 - iv. pH (minimum/maximum) 6.0/8.5
- 11) Decant flow to the plant shall be degrittied prior to discharge. The Contractor shall haul grit from the plant site.

F. COUNTY REQUIREMENTS:

- 1) PCU will supply water access near the work area.
- 2) PCU will be responsible for re-sealing the tank upon completion.
- 3) Tank Cleaning - PCU will have transferred as much of the tank(s) contents as possible prior to turning over the tank(s) to the Contractor for cleaning. The volume of sludge remaining in the tank(s) for removal by the Contractor will be calculated by the Contractor and PCU representative based upon measurement of the tank grit surface elevation, with the resultant geometric volume determined from the drawings.
- 4) PCU will provide plant personnel to sample the filtrate discharge to monitor flow returned to the plant. Contractor to provide flow metering device.
- 5) Filtrate discharge samples will be analyzed by PCU. PCU will be the sole judge of whether the discharge complies with the quality constraints specified herein. It is recommended that the Contractor operate the dewatering system to achieve an average filtrate Total Suspended Solids (TSS) of 300 mg/L. If after analysis, the TSS (Total Suspended Solids) exceeds the maximum allowable concentration of 500 mg/L; the Contractor upon notification by PCU will cease operations until necessary adjustments are made to the dewatering process to bring the TSS concentration to at or below the maximum levels as determined from additional sampling. The Contractor shall modify operations to comply at all times.

SECTION E – SPECIFICATIONS**G. TANK CLEANINGS HAULING AND DISPOSAL:**

- 1) Prior to disposal, a representative sample analysis, performed by SCBWRF, WEDWRF, or an independent laboratory, must be performed to verify % solids of disposed grit.
- 2) The Contractor shall provide hauling services for disposal of tank cleanings. Hauling vehicles shall be watertight sealed container for hauling the dewatered tank cleanings or watertight tanker type trucks for hauling liquid tank cleanings. All open top trucks must be tarped before leaving the plant. All trucks will be marked so that clear identification by the public and County's staff is possible. The cost of hauling shall be included in the bid price.
- 3) All staging of Contractor's trucks or dewatered sludge storage containers shall be within the staging areas shown on the Drawings. The Contractor shall be responsible for all costs associated with traffic violations or other claims incurred as a result of hauling operations for the duration of the contract. This includes ensuring that all loads are within legal limits.
- 4) Tank cleanings shall be disposed of only in permitted sites. All sampling, testing, chemical analysis processing, or other requirements to meet specific permit requirements for disposal or other requirements shall be included in the contract price. The contractor shall submit a written description of the disposal method used along with all applicable permits and approvals.
- 5) The Contractor shall obtain all conditions, permits, and other requirements for disposal sites.
- 6) The Contractor shall not dispose of any tank cleanings in any sewer system, sewage pumping facility or sewage treatment facility.

H. ODOR CONTROL:

- 1) Odor control will be a mutual concern of PCU and the Contractor. In the event an odor problem occurs, a mutual determination shall be made as to the responsibility. The responsible party will take all necessary actions to abate the odor.
- 2) The Contractor shall enclose cleanings processes, contain potential odor emission sources, and treat foul air discharges to remove odors. Ventilation and treatment flow rates shall be as required to prevent odor emissions.
- 3) The Contractor shall indemnify the County for all fees, fines or other assessments or penalties levied upon the County by any and all local, state or federal agencies or jurisdictions, resulting from odor problems determined to be the responsibility of the Contractor, the Contractor's subcontractors, and/or the Contractor's or subcontractor's equipment and or processes. All such fees, fines or other assessments or penalties shall be forwarded by the County to the Contractor, and the Contractor shall pay such fees, fines or assessments or penalties within fifteen (15) calendar day of receipt from the County.

I. MOBILIZATION/DEMObILIZATION activities include, but are not limited to and any required insurance, permits and any other pre-construction expenses necessary for the start of the work, excluding the cost of materials and labor included in the other pay items. Demobilization activities include, but are not limited to, termination and removal of temporary utility services; demolition and removal of temporary structures and facilities; restoration of Contractor's storage and staging areas; disposal of trash and rubbish and any other post-construction work necessary for the proper conclusion of the work.

J. SAFETY:

- a. The Contractor will be working in an area determined by OSHA regulations as a confined space. All work shall be in compliance with applicable OSHA regulations.
- b. Two continuous oxygen deficiency and lower explosive limit monitors shall be provided by the Contractor for each tank undergoing cleaning. The monitors shall be in operation at all times. If one unit fails, work may continue on the tank for a sufficient period of time to obtain a replacement unit but not more than 24 hours. If both units fail, all work shall stop inside the tank.

SECTION E – SPECIFICATIONS

- c. Provide blower induced ventilation to meet the requirements of OSHA. The blowers shall be in operation at all times work is in progress inside the tank until the area no longer meets the criteria of a confined space. The contractor shall provide emergency air packs for the employees and inspectors

K. PERMITTING:

The Contractor shall be required to provide all associated approved Federal, State, and Local regulatory permits for all activities through the entire term of the contract. The successful bidder shall provide the County evidence of agreement or valid leases for equipment operating permits, approval by the regulatory agency or agencies having jurisdiction over solid waste disposal and any other leases, licenses, or permits required in the execution of this contract. It is the bidder's responsibility to be familiar with the solid waste disposal requirements of all regulatory agencies having jurisdiction, and the bid submittal should reflect an amount sufficient to enable the bidder(s) to fully comply with all regulatory agency requirements. All necessary permits must be obtained and submitted to the County prior to commencement of work, if needed. County personnel and authorized agents shall be permitted to inspect the Contractor's disposal site(s) at any time without prior notification to the Contractor.

G. CLEANUP:

Contractor shall be responsible for the proper cleanup and removal of any spilled material during the removal and disposal operations detailed within this specification. Any spillage, accidental or otherwise, that occurs onsite or offsite shall be the responsibility, including all related costs, of the contractor.

L. SCHEDULE:

1) Working Drawings: Working drawings are contractor-prepared plans for temporary structures and facilities. Working drawings for elements of work that may affect the safety of persons or property shall be certified by an engineer registered in the state of Florida. Calculations, as necessary, shall accompany working drawings. Submit copies as specified for shop drawings.

2) Outage Plans and Schedules: Outage plans and schedules are contractor-prepared documents for the step-by-step procedures to be followed by the Contractor when an outage of existing processes is required and schedule coordination is necessary. The Contractor shall schedule, organize, and execute his work with the maintenance supervisor and/or set up (using Outlook calendar" ie:) when the contractor plans to set up on the site or needs to stage equipment ahead of time in a manner that will assure the capability of the existing treatment plant to operate at the present level of continuous treatment The plans shall include detailed sequences and the auxiliary (standby) equipment to be utilized during the outage including, but not limited to, pumps, generators, and other construction related equipment. The schedule shall include the best estimate, including worst case scenario on a day-to-day, hour-by-hour basis to accomplish the sequence.

3) Construction Schedule: Construction schedule, updated and submitted by Contractor, shall not show a completion date later than the contract time which shall be a maximum of sixty (60) continuous days. If Contractor believes he is entitled to an extension of the contract time, Contractor shall submit a separate schedule analysis (entitled "Requested Time Adjustment Schedule") to PCU with time change proposal. This separate schedule shall suggest adjustments in the contract time which should, in the opinion of Contractor, be made in accordance with the contract documents, due to conditions that have occurred or which are expected or contemplated by Contractor (whether such conditions are excusable under the Contract or are due to Contractor fault). This separate schedule shall be time-scaled utilizing a computer-generated and computer drawn network analysis schedule, and shall be accompanied or preceded by a formal time extension request as required by the contract and a detailed narrative justifying the time extension requested. Extensions to the contract time shall be granted for only those delays which impact the critical path of the Contractor's Construction Schedule.

4) PCU review of submittal is for general conformance with the concept of the project and for general compliance with information given and requirements of the contract documents only, subject to the detailed requirements of the contract documents.

5) PCU review does not relieve the Contractor of obligation and responsibility to coordinate the work and plan the details of the work, or fulfilling the purpose and intent of the contract. Review by PCU shall not be construed as relieving the Contractor of responsibility for the performance of work.

SECTION E – SPECIFICATIONS

6). Copies of submittals which are returned to the Contractor and which are subject to approval will be marked with action notations (A), (AN), (D), (R), or (O), in which case the action so indicated shall be taken by the Contractor.

(A) Approved

(AN) Approved As Noted

(D) Disapproved/Resubmit

(R) Returned

(O) Other

7) Returned copies of submittals marked with either notation (A) or (AN) authorize Contractor to proceed with the work covered by such returned submittals, provided, that such work shall be subject to the comments, if any, shown on such returned copies.

8) Returned copies of submittals marked with notation (D), (R) or (O) shall be corrected as necessary and revised drawings shall be submitted in the same manner as before.

9) Returned copies of submittals marked with either notation (D), (R) or (O) shall be resubmitted by the Contractor not later than 21 days after date of transmittal by Owner of such copies of such submittals.

10) PCU reserves the right to require written confirmation from the Contractor that the comments placed on submittals stamped "Exceptions Noted" will actually be followed.

11). Not less than 21 days shall be allowed for the review of submittals, not including the time necessary for delivery or mailing, and shall cause no delay in the work. Extension of the Contract time will not be granted because of the Contractor's failure to make timely and correctly prepared and presented submittals with allowance for the checking and review periods.

SECTION F – BID SUMMARY

Bid Title: Grit Removal Services – Re-bid
Bid Number: 156-0406-B(LN)

	EST ANNUAL QTY	UOM	(ALL INCLUSIVE) TOTAL
South Cross	350	Dry Ton	\$
Dunn	30	Dry Ton	\$
Mobilization/demobilization (South Cross and Dunn)	12	Each	\$
Pump Station and Service Area Collection Systems	80	Hour	\$
TOTAL			\$

Unspecified Services – is not a guarantee to be needed during the term of the contract and will be ordered and authorized solely at the discretion of the County.	\$50,000
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DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

SECTION F – BID SUMMARY**Electronic Payment (ePayables)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 27.

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

Yes ☐No ☐

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

Company Name

Signature

Printed Signature

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

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

Name (as shown on your income tax return)

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.)

Requester's name and address (optional)

City, state, and ZIP code

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.

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**Signature of
U.S. person ▶

Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

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

Privacy Act Notice:

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

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

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

Bid Title: Grit Removal Services – Re-bid
Bid No: 156-0406-B(LN)

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

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

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

Information regarding Addenda issued is available on the Purchasing Department’s website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category ‘Current Bids’.

SECTION H - STATEMENT OF NO BID

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

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

We, the undersigned have declined to submit a bid for No. **156-0406-B(LN)** for Grit Removal Services – Re-bid

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

REMARKS:

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

COMPANY NAME:

DATE:

SIGNATURE:

TYPED NAME OF ABOVE:

TELEPHONE:

FAX:

EMAIL:

St. Pete Beach City Commission
Agenda Report

Issue Considered: Resolution 2020-03, Providing Notice to Public Risk Management of Florida of the City's Intent to Solicit Insurance Proposals and Notice of Intent to Withdraw.

Date: March 10, 2020

Prepared By: Vincent Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The City of St. Pete Beach has utilized Public Risk Management of Florida (PRM) for nearly twenty years for property, liability, workers' compensation, and related lines of insurance coverage. Resolution 2020-03 begins the solicitation process for alternative options, utilizing PRM's required notification terminology and process. The Resolution does not commit the City to taking any action. If approved, staff will issue a Request for Proposals and evaluate other insurance providers.

Funding: N/A

Requested Motion: "I move to approve Resolution 2020-03 (read title)."

Attachment: Resolution 2020-03

Reviewed by the
City Manager:

AR

RESOLUTION 2020-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING NOTICE TO PUBLIC RISK MANAGEMENT OF FLORIDA OF THE CITY'S INTENT TO SOLICIT INSURANCE PROPOSALS; PROVIDING NOTICE OF INTENT TO WITHDRAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach (the "City") is currently under contract with Public Risk Management of Florida for property, general liability, workers' compensation, and pollution liability insurance; and

WHEREAS, the City desires to complete a formal solicitation process for property, general liability, workers' compensation, and pollution liability insurance; and

WHEREAS, section 4.2 of the Public Risk Management of Florida Interlocal Cooperative Agreement requires entities to provide a "Notice of Intent to Withdraw" at least forty-five (45) days prior to withdrawal; and

WHEREAS, section 4.3 of the Public Risk Management of Florida Interlocal Cooperative Agreement provides for subsequent verification of actual withdrawal no later than ten (10) days prior to the beginning of a policy year; and

WHEREAS, this Resolution shall serve as the aforementioned Notice of Intent to Withdraw and the City's intent to complete a formal solicitation process.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. The City Commission hereby authorizes the Notice of Intent to Withdraw to Public Risk Management of Florida and for the City to conduct the formal solicitation process for, including but not limited to, its property, general liability, worker's compensation and pollution liability insurance.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption and shall be transmitted to Public Risk Management of Florida.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2020.

CITY COMMISSION, CITY OF ST. PETE BEACH, FLORIDA.

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney



City Commission Meeting 03/10/2020

Items:

Comprehensive Plan Density Pool Language Amendments
Land Development Code Definition Amendment – “Density Pool”
Land Development Code Density Pool Criteria Amendment
Discussion – Allocation of Residential Density Pool

Comprehensive Plan Density Pool Language Amendments

Comprehensive Plan Density Pool Language Amendments - Summary

Purpose: To better define the ability of the City Commission to allocate density pool units to projects that advance the goals of the Comprehensive Plan.

Proposed Changes: Altering language from “first come, first serve” to “on a case-by-case basis” based on standards found in Land Development Code.

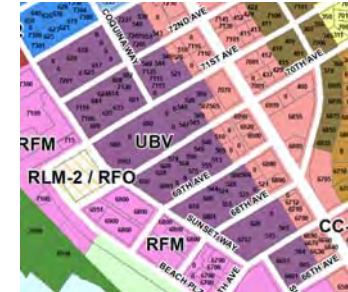
Density Pools Established

Temporary Lodging Density Pools

District(s)	Units Established	Units Remaining
TC-2, AC, BR	325	261
BHC	125	125
UBV	175	175
TC-1	50	50

Residential Density Pool

District(s)	Units Established	Units Remaining
All districts in CRD	195	195



Comprehensive Plan

II. - Future Land Use Plan Element

Special Designation – Community Redevelopment District (CRD)

B. Community Redevelopment District

Community Redevelopment District general redevelopment guidelines, standards and initiatives

(b) Temporary Lodging Unit Density Pools (“TLU Density Pools”) – Generally.

[...]

2. Limiting Overall Density. Realistically, not all existing resort properties can or will be redeveloped as such. In some cases, the existing density is not only higher than the 30 units per acre allowed under the existing land use designation is higher than the density allowed in the character districts providing for increased density for temporary lodging uses within the Community Redevelopment District. Therefore, rather than allowing every existing property the maximum potential density which would overestimate the need for density, and further, to ensure that almost every existing property first and foremost has the opportunity to become a conforming property in terms of use, TLU Density Pools shall be created to allow density to be utilized in meaningful ways in the areas of the City where temporary lodging uses currently exist. The goal and intent is to promote economic redevelopment but also provide an absolute overall maximum density cap to ensure that the overall approved density for the Community Redevelopment District is not exceeded and overdevelopment does not occur. Each TLU Density Pool shall have a maximum cap on the allocation of density on a project by project basis to ensure the redevelopment occurs on an orderly basis over time throughout each character district, and This is to avoid a potential overdevelopment scenario that could arise without a cap and a program that evaluates projects on a case-by-case basis of first-come first-serve.

Comprehensive Plan

II. - Future Land Use Plan Element

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(b) Temporary Lodging Unit Density Pools (“TLU Density Pools”) – Generally.

3. TLU Density Pools Established.

[...]

In the 2007 amendment, temporary lodging use density was reduced in the Large Resort District from 80 to 75 units per acre over 65.16 acres. The total temporary lodging unit decrease in the Large Resort District is 325 units. Therefore, these 325 units are available for redistribution to character districts with the potential for temporary lodging use redevelopment. These 325 available units are redistributed for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts** upon approval of a conditional use request and on a first-come, first-serve case-by-case basis through evaluation of criteria established in the Land Development Code. These two additional character districts are identified as having temporary lodging use redevelopment potential as a result of their location at either terminus of the Corey Avenue main street corridor and proximity to waterfront.

City of St. Pete Beach – Comprehensive Plan

II. – Future Land Use Plan Element

Special Designation – Community Redevelopment District (CRD)

D. Downtown Redevelopment District

Upham Beach Village District (UBV)

Permitted Uses and Standards

[...]

2. **Temporary Lodging use** - motel and bed & breakfast inn - Temporary lodging units shall be allocated on a ~~first come first serve~~ case-by-case basis utilizing the Temporary Lodging Unit Density Pool established below, and evaluated through criteria established in the Land Development Code.

Land Development Code Definition Amendment – “Density Pool”

DIVISION 2 – DEFINITIONS

Sec. 2.1. – Words, terms and phrases defined.

[...]

Density pool means a finite quantity of temporary lodging or residential units allocated for specified districts in the Comprehensive Plan that may allow a property to develop with additional units than would be otherwise permitted or conditionally permitted under the property's district regulations.

[...]

Land Development Code Density Pool Criteria Amendment

Land Development Code Density Pool Criteria Amendment - Summary

Purpose: To better define that density pool units are to be provided on a “case-by-case” basis, and suggest non-definitive examples of public benefits that could be integrated into a project to justify allocation of a limited supply.

DIVISION 4 – CONDITIONAL USE PERMITS

Sec. 4.12. - Criteria for review of conditional use applications.

[...]

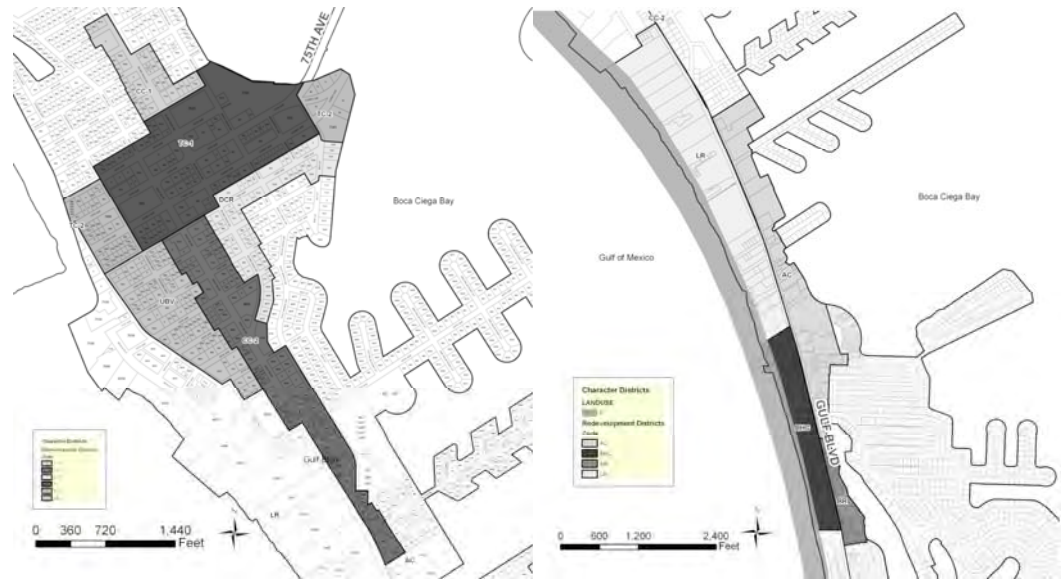
(d) The allocation of temporary lodging or residential units from a density pool established in the Comprehensive Plan shall be only through ordinance and issuance of a conditional use permit by the City Commission on a case-by-case basis, with evaluation through relevant criteria specified in this division and Code generally. In addition to these criteria, the Commission may consider a proposal to draw from any density pool on a merit basis to include, but not be limited to, the provision of public benefits such as the following:

- (1) Surplus on-site parking to be reserved for the public, or a payment into a fund to provide public parking elsewhere;
- (2) Public beach access with an easement made to the City for Gulf-front properties that are not otherwise required to provide access, or wider or multiple public beach accesses for properties required to provide access;
- (3) Additional public art or amenities;
- (4) Public boat slips;
- (5) Workforce housing;
- (6) Integration of additional green building principles, or other principles such as wellness, into new development or redevelopment projects;
- (7) For Gulf-front properties not otherwise required to provide such, an unimproved public access easement landward of the mean high water line;
- (8) Other viable public benefits proposed by citizens or the applicant at community meetings.

Discussion – Allocation of Residential Density Pool

Summary

- Residential Density Pool:
195 “bonus” units available to
properties in Community
Redevelopment District
 - Established in Comprehensive Plan
 - Requires amendments to LDC only
 - Requires proper allocation
procedures and “absolute density
limitations”



Residential Density Pool Established

Comprehensive Plan

Future Land Use Plan Element

Special Designation – Community Redevelopment District

Gulf Boulevard Redevelopment District

Large Resort District

“This density readjustment needed to create economic equilibrium and balance is accomplished by increasing density for exclusive temporary lodging use from 30 units per acre to 50 - 75 units per acre at the same time as decreasing the multi-family residential density from 18 units per acre to 15 units per acre. The result will provide an economically feasible choice for hotel owners and operators to redevelop as a resort facility as an alternative to selling existing resort properties for redevelopment as a residential condominium project.”

Scenario Examples

Scenario #1: “Free for all”

Scenario #2: Allocation by District Size

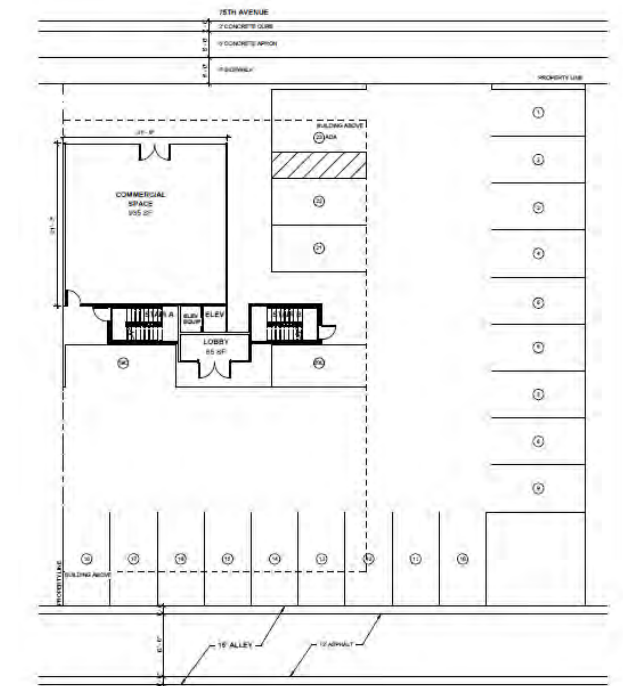
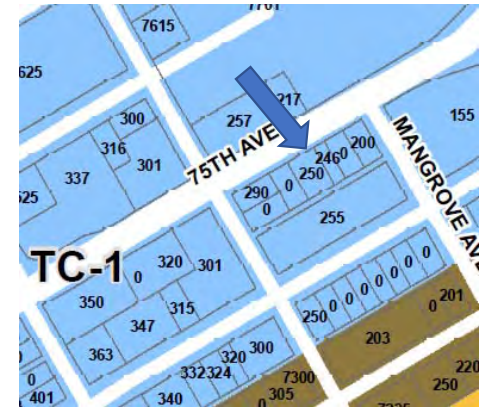
Scenario #3: Density Bonus

Scenario #1: “Free for all”

- 195 residential units are available to any property within CRD, with no cap per project or district.
 - Bonus units allocated by City Commission through public hearing
 - Requires Ordinance to ensure that 195 units are accounted for
 - May result in substantially-higher per-project density than anywhere else in the City
 - However, total bonus unit allocation could still not exceed 195 unit cap established in Comprehensive Plan

Example: TC-1 Town Center Proposal

- Mixed-use proposal for a 10,000 SF (0.23 ac) downtown property with 15 residential units
- Base density is 15 residential units/acre in TC-1
 - Permitted 3 residential units “by-right”
- Proposal would request:
 - 3 residential units “by right”
 - + 12 residential units from density pool
 - = 15 residential units
 - Would result in approximately 65 units/acre density on site



Scenario #1: “Free for all”

Strengths

- Might hasten redevelopment;
- Might allow for City to ask for more substantial public benefits from larger projects;
- Allows for substantially-nonconforming properties to redevelop

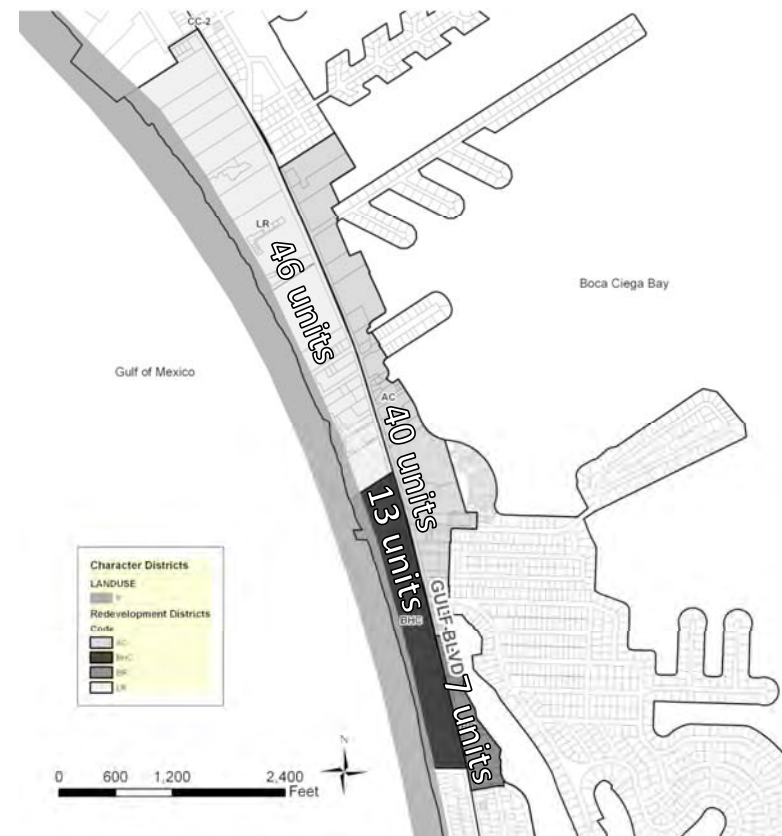
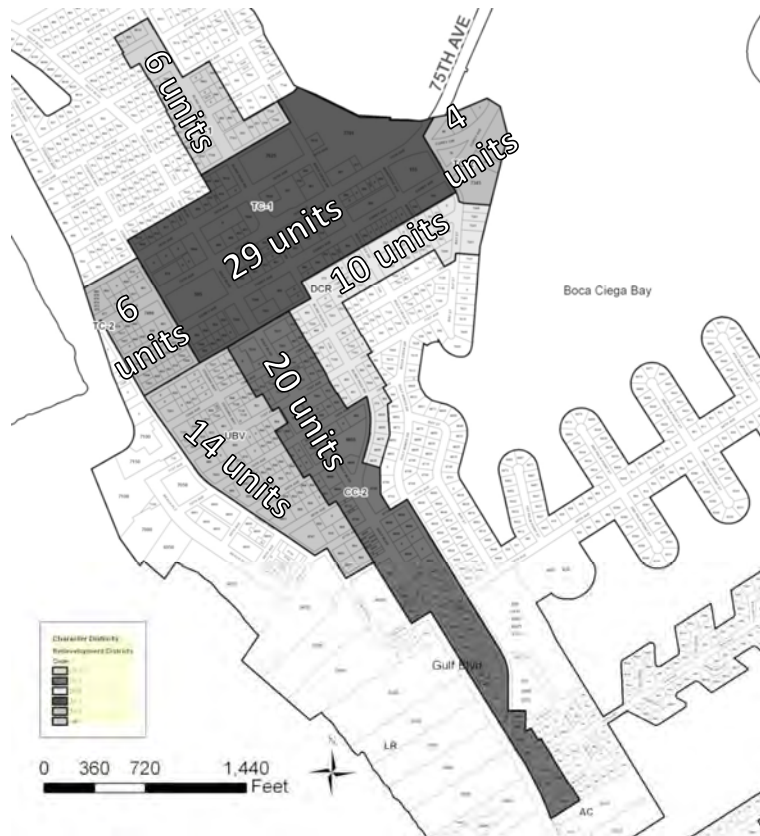
Weaknesses

- Might cause development proposals to be overbuilt if poorly-defined;
- Might alter “intensity centers” of districts;
- Could result in quick allocation of all bonus units, with none for future re/development

Scenario #2: Allocation by District Size

- Suggested in 2015 study
- Each district in CRD gets a certain % of 195 units based on acreage:
 - 195 bonus residential units available
 - 218 acres in CRD
 - About 9 bonus units for every 10 acres in district
- Bonus units allocated by City Commission through public hearing
- Requires Ordinance to ensure that overall CRD and district-specific unit caps are not exceeded

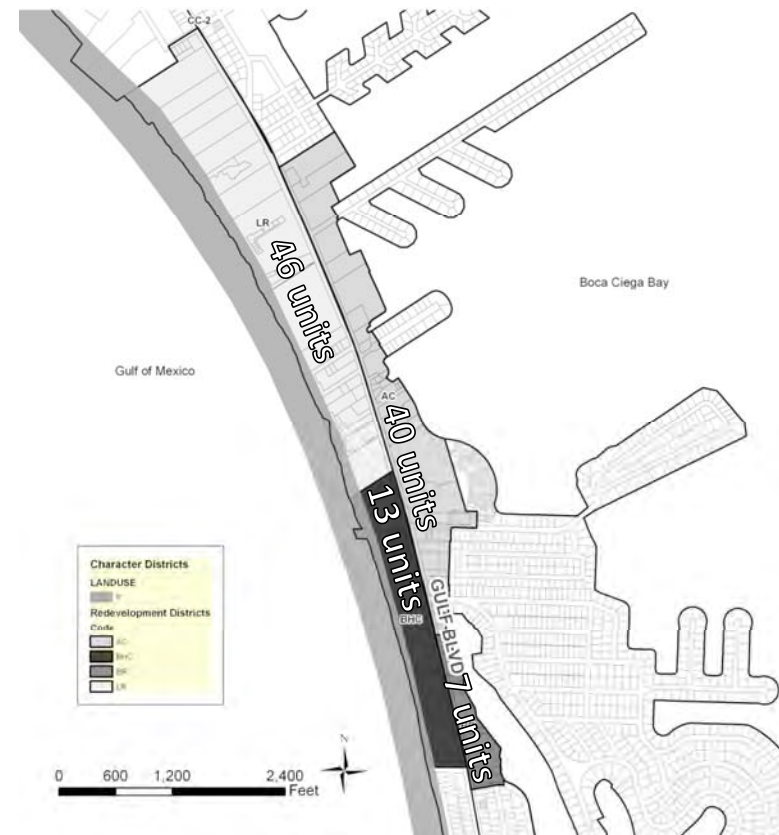
Example – 2015 Study Allocations (195 units)



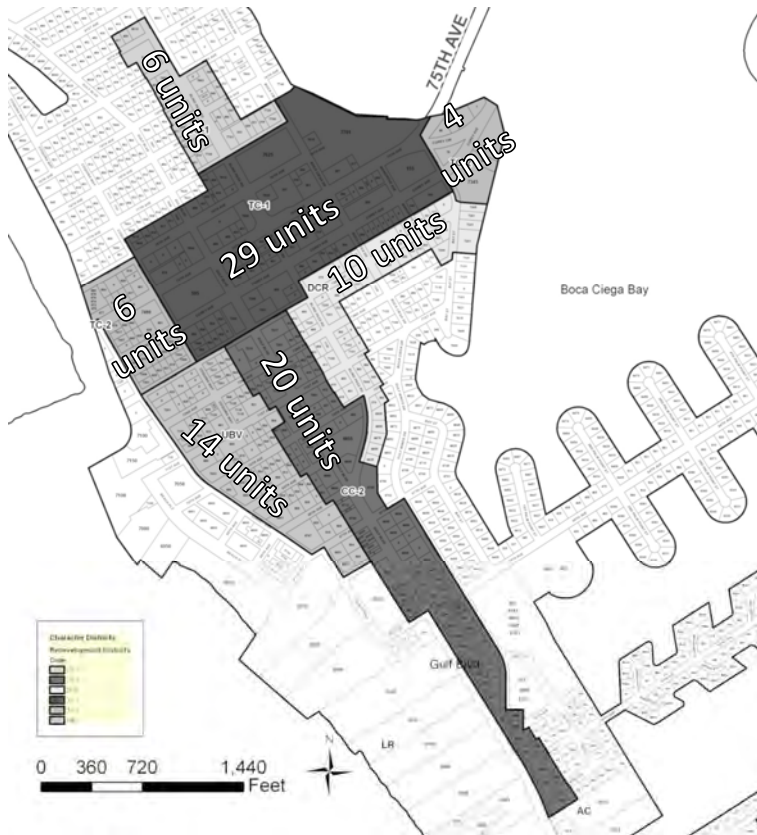
Scenario #2: Allocation by District Size

Strengths

- Can contextualize unit allocation based on goals for the district;
- Equal chance for residential redevelopment in all areas of the CRD;
- Lower chance of overbuilt projects and disparate transportation burden than Scenario #1;



Scenario #2: Allocation by District Size



Weaknesses

- Very low district caps in certain districts;
- Reduces ability to focus redevelopment in preferred areas of City;
- Might result in medium-term surplus in certain districts

Scenario #3: Density Bonus

- Each district is permitted a certain bonus percentage of their permitted density to be drawn from the density pool
- Might also have a project cap based on existing or new standards
- Bonus units allocated by City Commission through public hearing
- Requires Ordinance to ensure that overall CRD density cap is not exceeded

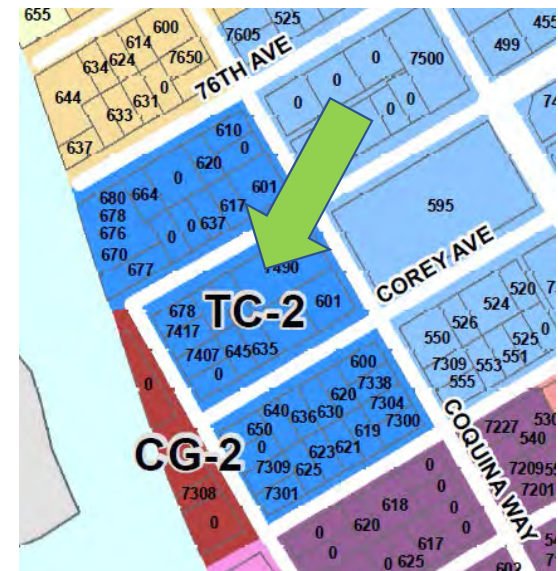
Example: 2.5 acre TC-2 Coquina West project

- Existing permitted density in TC-2 is 24 residential units per acre on mixed-use sites two acres or larger;
- The City creates a standard allowing for a 50% residential density bonus from the density pool for the first two acres of the site.
- The developer would be allowed to request:

24 units * 2.5 acres = 60 units by right

12 units * 2.0 acres = 24 units from pool

Total: 84 residential units



Scenario #3: Density Bonus

Strengths

- Might allow City to better guide development than in Scenario #2;
- Reduces likelihood of overbuilt projects compared to Scenario #1;
- Moderately incentivizes development and redevelopment;

Weaknesses

- Could lead to faster allocation of all existing residential density pool units compared to Scenario #2;
- Could be more market-driven than goal-driven