



AMENDED 1/11/2021
CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, January 12, 2021
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations
 - a. **Traffic Calming**
 - b. **Parking Enforcement Operations**
2. Changes to the Agenda
3. Audience Comments - **Comments shall be limited to 3 minutes per person**
4. Consent
 - a. **December 8, 2020 Commission Minutes**
 - b. **BLD Services Lateral Lining Contract**
 - c. **Rowland 41st & Belle Vista Stormwater Improvements**
 - d. **Rowland Tidal Check Valve Installations**
 - e. **Rowland Mangrove Point & Belle Vista Stormwater Improvements**
5. Action Items
 - a. **Royal Restroom Temporary Restroom Invoice**
Request retroactive approval of the invoices from Royal Restrooms, Inc. for temporary restroom facilities in support of the Public Restroom Renovations at Hurley Park, Upham Beach, and Paradise Grille, in the amount of \$39,991.74.

Action Request: Motion to retroactively approve the invoices from Royal

Restrooms, Inc. for temporary restroom facilities in support of the Public Restroom Renovations at Hurley Park, Upham Beach, and Paradise Grille, in the amount of \$39,991.74.

6. Ordinances

a. Public Hearing Ordinance 2020-28 One-Way Streets

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 82 – TRAFFIC AND VEHICLES, ARTICLE II - SPECIFIC STREET REGULATIONS, DIVISION 1 - GENERALLY, SECTION 82-31 – ONE-WAY STREETS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Open the public hearing.

Close the public hearing after comments.

Action Request: Motion to adopt Ordinance 2020-28.

b. First Reading Ordinance 2021-01 Seawall Height

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES, ARTICLE IV – SEAWALLS, BULKHEADS, AND RETAINING WALLS, SECTION 98-100 – STANDARDS FOR SEAWALLS, BULKHEADS, AND RETAINING WALLS NOT ON THE GULF OF MEXICO, SUB-SECTION (1) CONCRETE SEAWALLS, PARAGRAPH H, PERTAINING TO ELEVATION DATUM FOR SEAWALLS; SECTION 98-101 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS ON GULF OF MEXICO; SUB-SECTION (8) PERTAINING TO ELEVATION DATUM FOR SEAWALLS, BULKHEADS AND RETAINING WALLS FRONTING THE GULF OF MEXICO; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2021-01.

c. First Reading Ordinance 2021-02 Substantial Improvement

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE II – TECHNICAL CODES, SECTION 98-33 – FLORIDA BUILDING CODE, RESIDENTIAL; AMENDMENTS; ARTICLE V – FLOOD HAZARD MITIGATION REGULATIONS, DIVISION 3 – ADMINISTRATION, SECTION 98-122.4 – SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS, PROVIDING FOR CODIFICATION, CONFLICTS,, SEVERABILITY, CORRECTION OF SCRIVENER'S ERROR, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2021-02.

d. First Read Ordinance 2021-03 Budget Appropriations

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2021-03.

7. Resolutions

a. Resolution 2020-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, RELATING TO THE CITY'S STREET REGULATIONS; RESTRICTED

PARKING ZONES; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2020-60.

8. Items for Discussion
9. City Clerk, City Manager, City Attorney and City Commission Reports
10. Adjournment

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

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

1/11/2021 Agenda amended to add the corrected title for Ordinance 2021-02.

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

Traffic Calming Options

Physical Traffic Calming Options

Speed Limit Bollards- Speed limit signs are installed on bollards located on the centerline within the street to serve as a more visible reminder to drivers

Advantages

- Gives a visible reminder to drivers of the speed limit
- Easy to install

Disadvantages

- May be ineffective over time (as drivers get used to them)
- Increases maintenance costs
- Only roads with certain geometric features

can be considered for this treatment (adequate roadway width and sight distance)



Speed Cushions- Speed cushions are either speed humps or speed tables that include wheel cutouts to allow large vehicles to pass unaffected, while reducing passenger car speeds. They can be offset to allow unimpeded passage by emergency vehicles and are typically used on key emergency response routes. Speed Cushions shall be accompanied by a sign warning driver (MUTCD W17-1).

Advantages

Easy to Install

Effective

Allow emergency Vehicles to pass



Medians- Islands that replace the centerline and narrow the travel lanes

Advantages



- May reduce speeds and volumes
- Creates a positive aesthetic effect
- Prevents passing

Disadvantages

- Loss of on-street parking
- Limits access depending on length

Lane Striping/Narrowing - Visually narrowing the travel lanes using painted lines to delineate shoulders or bike lanes

Advantages

- Inexpensive
- Can be installed in minimal time
- No impact to emergency response times

Disadvantages

- Only roads with certain geometric features can be considered for this treatment (adequate roadway width and sight distance)
- May impact on-street parking
- Increases maintenance costs



On-Street Parking - Create parking spaces along the street to narrow the travel lanes and provide friction for cars in the travel lanes

Advantages

- Provides more parking
- Shortens pedestrian crossing distance
- Encourages pedestrian activity (provides a buffer between the sidewalk and the street)

Disadvantages

- May be ineffective if not utilized
- May reduce sight distance for drivers and pedestrians

- May increase side-swipe type crashes
- May restrict bicycle use of the road
- May impede effective solid waste collection
- Encourages mid-block pedestrian crossings

Chicanes- are a type of "horizontal deflection" used in traffic calming schemes to reduce the speed of traffic. Drivers are expected to reduce speed to negotiate the lateral displacement in the vehicle path.[2] There are several variations of traffic calming chicanes, but they generally fall into one of two broad categories:

Single lane working chicanes, which consist of staggered buildouts, narrowing the road so that traffic in one direction has to give way to opposing traffic

Two-way working chicanes, which use buildouts to provide deflection, but with lanes separated by road markings or a central island.

Advantages

- Do not cause any vehicle passenger discomfort (in comparison to vertical treatments)
- Most chicane designs allow cyclists to bypass them
- Emergency vehicles may be able to travel faster around a chicane compared to vertical treatments

Disadvantages

- Motor vehicles with priority are not required to reduce their speed
- Motor vehicles without priority are not required to reduce their speed if there is no oncoming vehicle approaching
- Motor vehicles without priority may race to the chicane before an oncoming vehicle approaches, or swerve dangerously around the chicane
- May cause long delays if there is increased vehicle traffic

Roundabout- roundabout is a type of circular intersection or junction in which road traffic is permitted to flow in one direction around a central island, and priority is typically given to traffic already in the junction

Advantages

- Eliminate or alter vehicle conflicts
- Decreases speeds into and through the intersection
- Decreases speed differentials
- Pedestrians have fewer conflict points



- The splitter island refuge allows pedestrians to cross entering and exiting traffic flows separately

Disadvantages

- Vehicle traffic is yield control
- Conflict points can occur when one vehicle path crosses, merges or diverges with, or queues behind the path of another vehicle, pedestrian, or bicycle

Non-Physical

Speed Enforcement – temporary targeted speed enforcement by police department

Advantages

- May be implemented immediately, with little planning and funding
- No impact to emergency response times
- Effective for reducing speeds during the period of enforcement
- Creates a higher sense of security

Disadvantages

- Increases maintenance costs
- Not highly effective – most drivers travel at the speed they feel most comfortable and safe

Radar Trailers- display a passing vehicle's speed and remind drivers of the posted speed

Advantages

- May be implemented immediately, with little planning and funding
- No impact to emergency response times
- Creates a higher sense of security

Disadvantages

- May only be effective for short periods of time (while trailer is on the site)
- Effective for only one direction of travel at a time
- May only be effective for short distances

POLICY ON SPEED HUMPS

PURPOSE:

The purpose of this policy is to provide guidelines for the installation of speed humps along local residential streets within City of St. Pete Beach.

POLICY:

Speed humps will be considered, on a case-by-case basis, and only on local residential streets which meet the following criterion:

CRITERION:

- The street must be a local residential street.
 - The street shall not have more than one traffic lane in each direction.
 - The street must be at least 750 feet long, with no intersecting roadways in between.
 - The street is posted at or has a speed limit of 30MPH or less.
 - The traffic engineering study has determined that the 85th percentile speed on the street is at least 10MPH over the speed limit.
 - The speed humps will not be considered within 250 feet of a traffic signal, within 50 feet of an intersection, in front of a driveway, within an intersection or adjacent to fire hydrants.
 - The speed humps will not be considered in, or on the approaches, to a horizontal or a vertical curve where visibility of the hump is restricted.
 - The street should not be located along a primary emergency response route, Regional Transit or school bus route and must be approved by the respective agencies for the installation of speed humps.
 - Installation of these devices shall not cause the traffic to divert to other neighborhood streets.
 - 2/3 of the property owners of the block(s) shall concur with the installation of the speed hump.
 - 100% concurrence from the residents and/or property owner immediately adjacent to the proposed speed humps.
-

APPLICATION PROCEDURE:

- Individual residents, neighborhood associations or the entity having municipal jurisdiction over the area may initiate the request for speed hump installation.

PETITION PROCESS:

- To initiate a request for speed humps, a petition signed by at least 10% of the residents of the block (within 1000 feet) on which these devices are requested, is required.
- To initiate a design and installation process, a petition signed by at least two-thirds (2/3) of the adjacent property owners (one per unit) of the block within 1000 feet, is required in support of the installation of speed humps.
- A verification statement from the contact person confirming that the signatures on the speed hump petition are valid and represent at least two-thirds (2/3) of the households adjacent to the project street.
- A statement from the neighborhood association endorsing speed hump installation on the project is required. In the absence of a neighborhood association, the petition area may be extended to include nearby streets, which may receive an increase in traffic, as a result of this project.

SPEED HUMP REMOVAL AND ALTERATION:

A petition approved by the neighborhood association, documenting that at least two-thirds (2/3) of all property owners (one per unit) adjacent to the speed hump street are in favor of the speed hump removal, will be required.

In case the Public Works Department determines that an unforeseen problem exists as a result of the hump, the device may be redesigned or removed by the City.

Improving Parking Operations

City of St. Pete Beach Transportation, Parking & Enforcement Department

Overview

- ☞ Updates to Current Operations
- ☞ Cashless Parking System and Exclusive Mobile Payment Zones
- ☞ Pay Station and Meter Issues and Upgrades
- ☞ Pay by Plate and License Plate Enforcement System

Updates to Current Operations

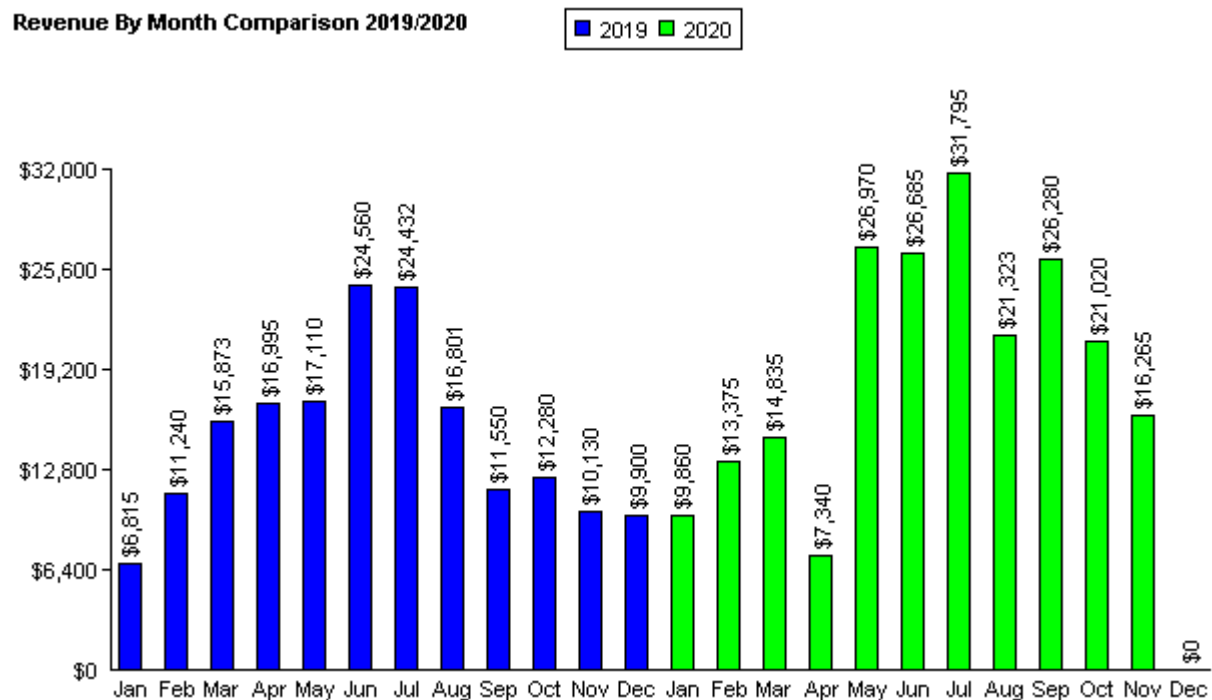
Implemented an Official Appeal
Review Process

Integrated Vehicle Payment
Information into Citation Machine

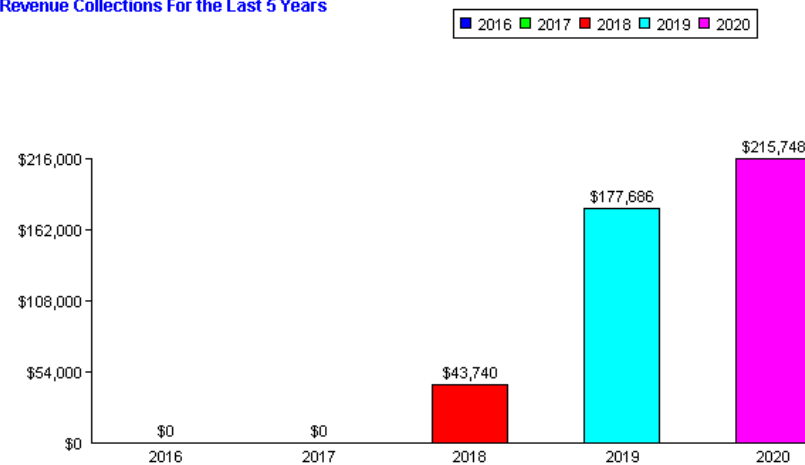
Implementing Meter Maintenance
Protocols

Citation Revenues & Issuance

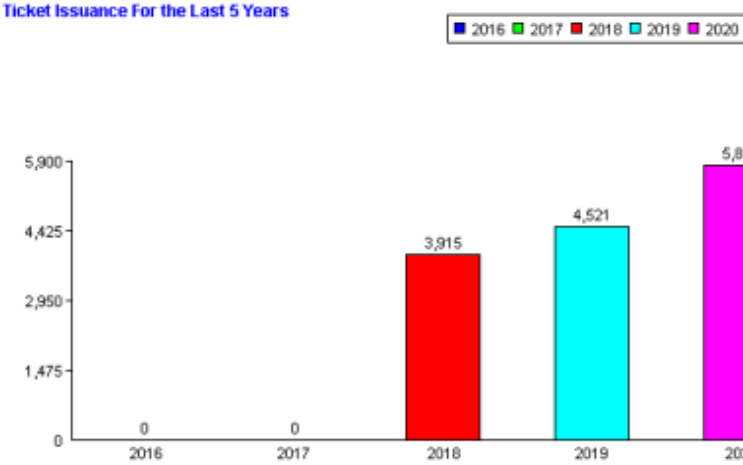
Revenue By Month Comparison 2019/2020



Revenue Collections For the Last 5 Years



Ticket Issuance For the Last 5 Years



Meter Maintenance

☞ 35 Pay Stations

☞ 120 Single and Double Space Meters

☞ 2 Mobile Applications

☞ Average Annual Cost for Meter Maintenance- \$83K

- \$47K- Meter Part Warranty (\$24K), Maintenance Calls, and other supplies (receipt paper, batteries, etc.)
- \$36K- Web Office Reporting System

- In development of meter maintenance procedures to streamline routine maintenance and in-house repairs
- Goal: Reduce the need for service calls to meter vendor, save money on meter maintenance

Cashless Parking System and Exclusive Mobile Payment Zones

Cashless Parking / Mobile Payment Zones

City parking operations currently accept credit cards, coins, or mobile payments

Introducing a cashless parking system helps to strengthen revenue accountability and lessens the likelihood of corruption or stolen revenue from the City.

- ☞ Offering a cashless payment options will enable customers to make faster payments
- ☞ Coin payments represent 2% of total parking revenue collection
- ☞ As a result of the Covid-19 Pandemic, the number of mobile transaction payments surpassed prior years and more people are expressing this is their preferred form of payment for safety and health reasons
- ☞ Mobile Application providers like Parkmobile allow customers to pay either by mobile application, dial in number, or by text
- ☞ Mobile Payment Zone operations operate at lower cost to the city and require minimal operational maintenance
- ☞ Drawback of cashless and mobile payment systems is that some parking customers may not feel comfortable paying by phone or have access to a credit card

Issues with Meters and Pay Station

- Single and Double Space Meters require the most maintenance and reflect a large percentage of service calls made to our vendor

- Pay Station door buttons difficult and hard to use, causing users to damage buttons. These type of repairs are considered vandalism and are not covered by the parts warranty (\$500 for a new keyboard)

- Main complaints received from customers:

- Overpaid at pay station because screen difficult to see and buttons do not respond

- Meters and Pay Stations not processing credit card payment due to slow internet connectivity

- Meter and Pay Station use 3G T-Mobile Service, which will be suspended February 2021

- Cost to upgrade city wide meter and pay station modems is \$44K

- \$225 per meter (120 meters = \$27K)

- \$475 per pay station (35 pay stations = \$17K)



Options to Improve Meters and Pay Stations

- Option 1- Leave Service As Is
- Option 2- Upgrade Pay Station Doors and Eliminate Meters
- Option 3 – Upgrade Pay Station Doors and Keep Meters

Option 1 Leave Service As Is

Keep pay stations and meters operating as they currently are

☞ Upgrade Modem for all City-wide pay station and meters- \$44K

☞ Web Office Service- \$36K

☞ Meter Warranty & Maintenance - \$47K

FY 21 Total = \$127K

Pros- no need to change anything to current operations, continue business as usual

Cons- does not resolve customer user issues, costs in maintenance will continue to increase overtime as devices get older, meter maintenance issues take up take from enforcement duties

Option 2- Upgrade Pay Station Doors and Eliminate Meters

Upgrade pay station doors to touch screen doors, eliminate the 120 single and double space meters and establish exclusive mobile payment zones at existing meter locations

☞ Cost of touch screen door upgrade (includes modem upgrade, new battery (\$500 each) and 1 year part warranty)- \$81K

☞ Web Office Service- \$21K

☞ Meter Maintenance- \$12K

FY 21 Total = \$114K

☞ After initial one-time touch screen door upgrade, each year meter maintenance (includes web office reporting, parts warranty, maintenance, & supplies) is estimated to cost \$43K instead of \$83K. This savings accounts for the following:

- Reduce number of units needed to be maintained from 155 units to 35 units
- Web office reporting cost decreased (from \$36K to \$21K)
- Parts Warranty cost decreased (from \$24K to \$12K)
- Mobile Payment Zones have associated minimal maintenance costs

Pros: Addresses customer issues, reduces overall maintenance costs, less maintenance time taken from enforcement officers, less clutter along city streets

Cons: Not everyone is comfortable using a phone to make a payment or has access to a credit or debit card at exclusive mobile payment zones

Option 3 – Upgrade Pay Station Doors and Keep Meters

Upgrade pay station with touch screen doors/keep all 120 single and double space meters operational

☞ Touchscreen door upgrade- \$81K

☞ Meter Modem Upgrade- \$27K

☞ Web Office- \$33K

☞ Maintenance- \$23K

FY 21 Total - \$164K

- After initial one-time touch screen door upgrade, each year meter maintenance (includes web office reporting, parts warranty, maintenance, & supplies) is estimated to cost \$68K instead of \$83K. This savings accounts for the following:
 - Web office reporting and Parts Warranty savings received from pay station touch screen door upgrades

Pros: Addresses customer issues, some reduction in maintenance costs, keeping all devices active minimal change to customer experience

Cons: Costs in maintenance will continue to increase overtime as meter devices get older, meter maintenance issues will continue to take up time from enforcement duties (155 devices to maintain)



Pay by Plate and License Plate Enforcement System

Pay by Space vs Pay by Plate System

Pay Station Functionality	Pay by Space			Pay by Plate		
	Yes	No	Partial	Yes	No	Partial
No Delination or Numbering of Space		√		√		
Portability of Time Purchased		√		√		
Eliminates Piggybacking on Prior Transaction		√		√		
Residential Permit Integration or Preferred Rate			√	√		
Integrated Mobile Enforcement			√	√		
Integrated LPR		√		√		
Integrated Mobile Payments			√	√		
On Demand Transaction Receipt	√			√		
Add time (from different pay station location)	√			√		
Real Time Demand Based Pricing (By Zone)			√	√		
Scofflaw/BOLO Alert Hotlist Integration		√		√		

License plate recognition parking enforcement technology

License plate recognition parking enforcement technology, also known as LPR parking technology, allows operators to quickly and accurately read vehicle license plates

The technology can identify whether a parked car has made a payment via digital meter or app or if the driver is a permit holder

License plate recognition (LPR) parking enforcement systems allow officers to scan hundreds of vehicle license plates in a short amount of time. This removes the need for officers to manually input license plate numbers into their devices. LPR digital enforcement can result in significant savings in both time and costs



Discussion/ Q&A

DRAFT
City Commission Meeting
December 8, 2020
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Al Johnson, Mayor
Doug Izzo, Vice Mayor, Commissioner, District 2
Ward Friszolowski, Commissioner, District 3
Chris Graus, Commissioner, District 1
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk

Mayor Johnson called the meeting to order at 6:00 p.m. followed by the Pledge of Allegiance.

1. PRESENTATIONS

Mayor Al Johnson discussed the annual City contribution to Neighborly Care Network. Due to COVID-19, representatives from Neighborly Care Network were unable to attend; however, Mayor and Commission all recognized the contributions that the Network makes to the residents of the City of St. Pete Beach.

2. CHANGES TO THE AGENDA

City Manager Rey removed item 7.b., Resolution 2020-60 to the next Agenda.

3. AUDIENCE COMMENTS

Holly Young, Chair of the Historic Preservation Board (HPB), commented on last meeting's discussion of decorative street signs. She stated that the HPB intent was to have decorative signs purchased and installed in the historically designated areas of Pass-A-Grille. She suggested the Commission re-visit this topic and purchase the signs for Pass-A-Grille and consider other aesthetics and beautification that is important to the characteristics of the other areas in St. Pete Beach.

Mayor Johnson agreed with Ms. Young and appreciates having a diverse character throughout the City.

Mr. Rey stated that there are plans to revisit this in January or February and apply funds for just Pass-A-Grille.

4. CONSENT

- a. November 17 and December 1, 2020 Commission Minutes
- b. Special Event Application Request and Street Closure for Pass-A-Grille Community Church
- c. Library Parking Lot Improvements with Hennessy Construction
- d. Upham Beach Parking Area Re-Surfacing Proposal

Motion: **Commissioner Pletcher moved, Commissioner Friszolowski seconded, and the motion carried 5-0 to approve the December 8, 2020 Consent Agenda as recommended by the City Manager.**

5. ACTION ITEMS

a. Merry Pier Lease Agreement Renewal

Mr. Rey explained that the current Lease Agreement with Merry Pier Partners, LLC expires on January 31, 2021. Merry Pier is exercising their option of another five (5) year extension to the Agreement by giving the City at least 120 days for consideration to extend the terms. He addressed the following three changes:

1. New parking rates established in the City's Code of Ordinances
2. Pier construction/rehabilitation
3. Ticket booth replacement

Mr. Rey stated that the pier will be downsized to match the current demands of the existing pier. There will no longer be any boat slips on the north side, only the south side.

Nancy, Merry Pier Partners, opined that a few of the following changes should be made to the Agreement:

- 60 and 61 should be combined and titled "Improvements by Lessor" and then renumbering should follow
- The word "piling" should be changed to "pilings" as there are more than one
- 5.g. says "norths" should be changed to "north sides"

The City is in agreement with these changes and will make the necessary corrections and prepare for signatures.

Motion: Commissioner Pletcher moved, Vice Mayor Izzo seconded and the motion carried 5-0 to authorize the City Manager to renew the Merry Pier Lease Agreement with Merry Pier Partners, LLC.

6. ORDINANCES

a. First Read Ordinance 2020-28 One Way Streets

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 82 – TRAFFIC AND VEHICLES, ARTICLE II - SPECIFIC STREET REGULATIONS, DIVISION 1 - GENERALLY, SECTION 82-31 – ONE-WAY STREETS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Mr. Rey stated that this Ordinance provides for a new one-way designation north of 73rd Avenue at the alley behind the library. There will be a stand-alone book drop off location and this one-way will allow for drivers to drive by the drop off and put their books in without having to exit their cars.

Commissioner Friszolowski asked for one change; number 1 of the Ordinance for East Maritana Drive, please add the direction of "westbound".

Motion Commissioner Graus moved, Commissioner Friszolowski seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2020-28.

7. RESOLUTIONS

a. Resolution 2020-58 Strategic Plan and Vision Statement

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE ADOPTION OF A STRATEGIC PLAN AND VISION STATEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Rey discussed the process and collaboration that went into the creation of the Vision Statement and Strategic Plan for the City. Commission worked with staff to rank all the different initiatives under the plan and included funding for some of them during this fiscal years' budget process.

Discussion ensued on the process and collaboration with the Commission thanking staff, residents, and business owners for contributing. Mr. Rey stated that everything that people suggested was made a part of the list. The first page of what is attached to the Agenda after the Resolution is what is being adopted.

Commissioner Friszolowski asked for the following whereas clause to be inserted as the new fourth clause "whereas, the attached tables represent diverse and sometimes competing interest and the intention is to use this as a guide, not as a rule, and;" and then follow that with the current fourth whereas to become the fifth whereas clause.

Motion **Commissioner Friszolowski moved, Vice Mayor Izzo seconded, and the motion carried 5-0 to adopt Resolution 2020-58 with the amendment as stated above by Commissioner Friszolowski.**

b. Resolution 2020-60 Street Regulations (Removed)

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, RELATING TO THE CITY'S STREET REGULATIONS; RESTRICTED PARKING ZONES; AND PROVIDING FOR AN EFFECTIVE DATE.~~

No action, item removed.

8. ITEMS FOR DISCUSSION

No discussion items.

9. CITY CLERK, CITY MANAGER, CITY ATTORNEY AND CITY COMMISSION REPORTS

Merry Christmas to everyone and Happy New Year!

ALEX REY, CITY MANAGER—discussed the Library opening schedule. He stated that there is a slight delay due to an existing transformer issue that Duke Energy found. Duke will need to be demolishing the existing transformer to install a new one; staff is working with Duke to expedite this. Mr. Rey will update the Commission as soon as he has more information.

ATTORNEY DICKMAN—discussed the Litigation Update as emailed yesterday; a copy is made a part of the minutes. He stated that the first four cases on the list all have to do with transient/vacation rentals. There was a motion for injunctive relief in the David Green case that the Judge issued an Order of Denial on; Mr. Dickman received a copy of that today.

He expanded upon the Pass-A-Grille Community Church case where the Church as filed an appeal in Pinellas County Circuit Court for the Final Order of the City's Special Magistrate that was entered on August 11, 2020.

The City of St. Pete Beach vs John Leonard is a City appeal from the Special Magistrate Order entered on August 22, 2020.

The final case listed is an allegation of a public sidewalk that was not maintained properly where the Plaintiff, Ms. Morelli, had a trip and fall that allegedly resulted in an injury.

Attorney Dickman will continue to provide updates every few months.

COMMISSIONER PLETCHER—was sad to announce the Seahorse Restaurant closed its doors to business after 42 years of serving the City. She encouraged anyone and everyone to patronize local businesses as often as possible and to purchase gift cards as gifts this holiday season.

Mayor Johnson adjourned the meeting at 7:58 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

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

Issue Considered: BLD Services Lateral Lining Contract

Date: January 12, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City approached BLD Services, LLC regarding potential piggyback agreement opportunities. BLD Services, LLC is currently under contract with the City of Largo for Trenchless Sanitary and Storm Rehabilitation Services via a unit price contract. This piggyback contract, if approved, will allow the City to utilize BLD Services, LLC for various pipe lining projects throughout the City, including the lining of sanitary sewer laterals within the right-of-way.

Funding: Funding to be evaluated on a task order basis, in an amount not to exceed the approved annual budget for each individual project.

Requested Motion: I move to approve the services agreement with BLD Services, LLC for Lateral Lining Services.

Attachments:

1. Services Agreement
2. Certificate of Insurance
3. Largo Contract

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

LATERAL LINING SERVICES

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

WHEREAS, Vendor is currently under contract with The City of Largo for Trenchless Sanitary and Storm Rehabilitation (the "Largo" Contract"); and

WHEREAS, the City desires to purchase from Vendor the _services described in this Agreement; and

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

WHEREAS, the Vendor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the Largo Contract; 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. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or

subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Membership Agreement.
 - b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Membership Agreement to use the E-Verify system for any employees they may hire during the term of this Membership Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Membership Agreement.
 - c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Membership Agreement, and the City may choose to terminate the Membership Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.
4. 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.
5. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2021 ("completion date").
6. 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 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.
7. 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 goods or services provided in this Agreement and more specifically in Exhibit B.
8. Vendor 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, 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.

9. 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.

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

11. 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.

12. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the contract.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

13. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

14. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to in this Agreement.

15. 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.

16. 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 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.

17. 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.

18. 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.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's "piggy-back" contract (Exhibit "B")
- c. Vendor's proposal to the City (Exhibit "C")

20. 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.

21. 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.

22. 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:

BLD Services, LLC
2424 Tyler Street
Kenner, LA 70062

As to City:

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

23. 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.

24. 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.

25. 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.

26. This Agreement will remain in effect for a period of one (1) year from the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

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

BLD Services, LLC

City of St. Pete Beach:

Signature: 

Signature: _____

By: **Jacob Trapani**

By: _____

Its: **Vice President**

Its: _____

Date: **December 16, 2020**

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
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”

(Vendor’s “Piggy-Back Contract”)

City Commission AGENDA ITEM REPORT



Meeting: City Commission - 20 Oct 2020
Presenter: Kyle Hicks, Engineering Services
Staff Kyle Hicks, Utility Program Coordinator
Contact:

Ext. 4416

khicks@largo.com

TITLE

Award Of Option Year One For Bid No. 19-B-645, Trenchless Sanitary And Storm Sewer Rehabilitation, To BLD Services, LLC And Authorization For Fiscal Year 2021

SUMMARY:

Staff seek City Commission approval of option year one (1) for Bid No. 19-B-645, Trenchless Sanitary and Storm Sewer Rehabilitation to BLD Services LLC. The City performs contract rehabilitation and repair of sanitary sewer, reclaimed water, and stormwater systems through the use of this bid with multiple contractors. This contract provides trenchless pipe rehabilitation, which includes wastewater and inspection, grouting and lining services. Renewal letters for the first optional year were received from nine (9) of the nine (9) contractors in the original base two year contract.

On October 16, 2018, the City Commission approved the award of Bid No. 19-B-645. The bid included a two year term through September 30, 2020, with two optional one year extensions. Funds under the bid pricing are not expended unless a project and associated cost are assigned to a contractor.

Brian Highnote
Construction Manager
Engineering Services Department
201 Highland Avenue
Largo FL 33779-0296
727-587-6713 x4402
www.largo.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2020

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 have ADDITIONAL INSURED provisions or 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 Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Laurie Carter PHONE (A/C, No, Ext): 972-770-7138 E-MAIL ADDRESS: Laurie_Carter@mhbt.com FAX (A/C, No): 972-404-5580
INSURED BLD Services, LLC 2424 Tyler St. Kenner LA 70062	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: National Union Fire Ins Co PittsburghPA INSURER C: New Hampshire Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1565634173**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL9894831	12/16/2020	6/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA5717849	12/16/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			US00081760LI20A	12/16/2020	6/1/2022	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	WC15853407	12/16/2020	6/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Builders Risk Named Storm Ded: 5%, Subject to \$10,000 Minimum			UM00060469MA20A	12/16/2020	6/1/2022	Maximum Limit \$20,000,000 Covered Property Limi \$7,500,000 Deductible-All Other \$2,500

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

Project: St Pete Beach, FL - Trenchless Sanitary & Storm Sewer Rehab (Largo Piggyback)

CERTIFICATE HOLDER**CANCELLATION**City of St Pete Beach, FL
155 Corey Avenue
St Pete Beach FL 33706

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Bidder will complete the Work for the following prices:

BLD SERVICES, LLC
2424 TYLER STREET
KENNER, LA 70062
504-466-1344

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
Group 1	Cured-In-Place Pipe (CIPP) Main Line Lining				
1	8 in. x 6 mm CIPP	35,000	LF	N/A	N/A
2	Cost for each 1.5 mm Increase in Thickness of 8 in. Liner	15,000	LF	N/A	N/A
3	10 in. x 6 mm CIPP	7,500	LF	N/A	N/A
4	Cost for each 1.5 mm Increase in Thickness of 10 in. Liner	5,000	LF	N/A	N/A
5	12 in. x 6 mm CIPP	2,500	LF	N/A	N/A
6	Cost for each 1.5 mm Increase in Thickness of 12 in. Liner	1,500	LF	N/A	N/A
7	15 in. x 6 mm CIPP	1,000	LF	N/A	N/A
8	Cost for each 1.5 mm Increase in Thickness of 15 in. Liner	500	LF	N/A	N/A
9	18 in. x 6 mm CIPP	1,000	LF	N/A	N/A
10	Cost for each 1.5 mm Increase in Thickness of 18 in. Liner	500	LF	N/A	N/A
11	21 in. x 7.5 mm CIPP	250	LF	N/A	N/A
12	Cost for each 1.5 mm Increase in Thickness of 21 in. Liner	150	LF	N/A	N/A
13	24 in. x 7.5 mm CIPP	500	LF	N/A	N/A
14	Cost for each 1.5 mm Increase in Thickness of 24 in. Liner	250	LF	N/A	N/A
15	30 in. x 9 mm CIPP	500	LF	N/A	N/A
16	Cost for each 1.5 mm Increase in Thickness of 30 in. Liner	250	LF	N/A	N/A
17	36 in. x 10.5 mm CIPP	500	LF	N/A	N/A
18	Cost for each 1.5 mm Increase in Thickness of 36 in. Liner	250	LF	N/A	N/A
19	42 in. x 10.5 mm CIPP	400	LF	N/A	N/A
20	Cost for each 1.5 mm Increase in Thickness of 42 in. Liner	200	LF	N/A	N/A
21	48 in. x 12 mm CIPP	400	LF	N/A	N/A
22	Cost for each 1.5 mm Increase in Thickness of 48 in. Liner	200	LF	N/A	N/A
23	54 in. x 12 mm CIPP	300	LF	N/A	N/A
24	Cost for each 1.5 mm Increase in Thickness of 54 in. Liner	200	LF	N/A	N/A
25	60 in. x 12 mm CIPP	300	LF	N/A	N/A
26	Cost for each 1.5 mm Increase in Thickness of 60 in. Liner	200	LF	N/A	N/A

Bidder will complete the Work for the following prices:

BLD SERVICES, LLC
2424 TYLER STREET
KENNER, LA 70062
504-466-1344

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
27	72 in. x 12 mm CIPP	300	LF	N/A	N/A
28	Cost for each 1.5 mm Increase in Thickness of 72 in. Liner	200	LF	N/A	N/A
29	84 in. x 12 mm CIPP	200	LF	N/A	N/A
30	Cost for each 1.5 mm Increase in Thickness of 84 in. Liner	150	LF	N/A	N/A
Group 1 Total Bid:				N/A	
Group 2	Fold and Form Liner - PVC				
31	8" Fold and Form PVC Liner	8,000	LF	N/A	N/A
32	10" Fold and Form PVC Liner	2,500	LF	N/A	N/A
33	12" Fold and Form PVC Liner	2,500	LF	N/A	N/A
Group 2 Total Bid:				N/A	
Group 3	Cured-In-Place Pipe (CIPP) Service Lateral Lining				
34	Initial Service Lateral CCTV Inspection (4"-6") From Main, Up To 30 LF	500	EA	250.00	125,000.00
35	Initial Service Lateral CCTV Inspection (4"-6"), From Main, Per LF, Beyond Initial 30 Ft.	5,000	LF	0.25	1,250.00
36	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Up To 30 LF	200	EA	75.00	15,000.00
37	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Per LF, Beyond Initial 30 Ft.	2,500	LF	0.25	625.00
38	CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System	250	EA	2,985.00	746,250.00
39	CIPP Lateral Liner, 4" -6" Dia. Per LF Beyond Initial 30 Ft.	3,750	LF	10.00	37,500.00
40	Clean-Out Installation in Grass Area (Up to 5 ft. in depth)	100	EA	850.00	85,000.00
41	Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)	10	EA	1,000.00	10,000.00
42	Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)	100	EA	1,200.00	120,000.00
43	Clean-Out Installation (Beyond 5 ft. in depth)	150	VF	150.00	22,500.00
Group 3 Total Bid:				\$1,163,125.00	

Bidder will complete the Work for the following prices:

BLD SERVICES, LLC
2424 TYLER STREET
KENNER, LA 70062
504-466-1344

SCHEDULE OF BID PRICES

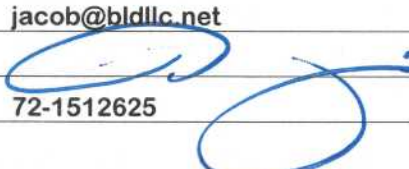
Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
Group 4 Joint Sealing with Chemical Grout					
44	Test Joint - 8" Dia.	3,000	EA	N/A	N/A
45	Test Joint - 10" Dia.	1,000	EA	N/A	N/A
46	Test Joint - 12" Dia.	1,000	EA	N/A	N/A
47	Grout Seal Failed Joints – 8" Dia	2,000	EA	N/A	N/A
48	Grout Seal Failed Joints – 10" Dia	750	EA	N/A	N/A
49	Grout Seal Failed Joints – 12" Dia	750	EA	N/A	N/A
50	Seal Service Lateral Connections	250	EA	N/A	N/A
Group 4 Total Bid:				N/A	
Group 5 Common Work Tasks					
51	Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order	10	EA	1,500.00	15,000.00
52	Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order	15	EA	500.00	7,500.00
53	Maintenance of Traffic, FDOT	10	DAY	800.00	8,000.00
54	Maintenance of Traffic, City/County Arterial/Collector	30	DAY	600.00	18,000.00
55	Maintenance of Traffic, City/County Minor/Residential	50	DAY	400.00	20,000.00
56	Work in Rear Easements and/or Away From Travelways	30	EA	1,000.00	30,000.00
57	Specialty Cleaning, 8" Dia. (Groups 1, and 2)	500	LF	N/A	N/A
58	Specialty Cleaning, 10"- 18" Dia. (Groups 1, and 2)	500	LF	N/A	N/A
59	Specialty Cleaning, 24"-36" Dia. (Group 1 Only)	300	LF	N/A	N/A
60	Specialty Cleaning, 42"-54" Dia. (Group 1 Only)	300	LF	N/A	N/A
61	Specialty Cleaning, 60"-84" Dia. (Group 1 Only)	200	LF	N/A	N/A
62	Hammer Tap Removal	10	EA	500.00	5,000.00
63	Lateral Reinstatement and Grouting (Groups 1, and 2)	500	EA	N/A	N/A
64	Warranty Cleaning and CCTV Inspection	15,000	LF	2.50	37,500.00
Group 5 Total Bid:				\$141,000.00	

**CITY OF LARGO, FLORIDA
BID FORM
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645**

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

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

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

BIDDER NAME:	<u>BLD SERVICES, LLC</u>
ADDRESS:	<u>2424 TYLER STREET, KENNER, LA 70062</u>
PURCHASE ORDER ADDRESS:	<u>2424 TYLER STREET, KENNER, LA 70062</u>
PHONE NUMBER:	<u>504-466-1344</u>
FAX NUMBER:	<u>504-461-5971</u>
COMPANY CONTACT (REP):	<u>JACOB TRAPANI</u>
EMAIL ADDRESS(REP):	<u>jacob@bldllc.net</u>
SIGNATURE:	
TAX ID# SSN or EIN:	<u>72-1512625</u>

**CITY OF LARGO, FLORIDA
REFERENCE INFORMATION
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645**

Organization CITY OF NAPLES, FL
Contact Person ADAM RIVERA
Address 380 RIVERSIDE CIRCLE
City NAPLES State FL Zip 34102 Phone Number (239) 213-4721
Project Cost \$300,000.00 Date Performed 03/31/18
~~~~~

Organization CITY OF TAMARAC, FL  
Contact Person JERRY ROBINSON  
Address 10101 STATE STREET  
City TAMARAC State FL Zip 33321 Phone Number (954) 597-3753  
Project Cost \$7,743,035.00 Date Performed 2017 / 2018  
~~~~~

Organization CITY OF ST PETERSBURG, FL
Contact Person MATTHEW WILSON
Address ONE 4TH STREET NORTH, 5TH FLOOR
City ST PETERSBURG State FL Zip 33701 Phone Number (727) 892-5658
Project Cost \$900,000.00 Date Performed 2017/2018
~~~~~

Organization MANATEE COUNTY, FL  
Contact Person ED FERENCE  
Address 1112 MANATEE COUNTY AVE W, SUITE 803  
City BRADENTON State FL Zip 34205 Phone Number (941) 749-0314  
Project Cost \$461,500.00 Date Performed 07/25/17  
~~~~~

Organization ESCAMBIA COUNTY UTILITIES AUTHORITY
Contact Person JUSTIN MIDGETTE
Address POST OFFICE BOX 17089
City PENSACOLA State FL Zip 32522 Phone Number (850) 969-5825
Project Cost \$5,366,555.00 Date Performed 2014/2015
~~~~~

Representative Typed Name/Title JACOB TRAPANI / VICE PRESIDENT

Representative Signature  Firm BLD SERVICES, LLC

N/A

CITY OF LARGO, FLORIDA  
STATEMENT OF NO BID  
FOR  
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION  
BID # 19-B-645

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

- \_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.
- \_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.
- \_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- \_\_\_\_\_ UNABLE TO MEET BOND REQUIREMENTS.
- \_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

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

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Company name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_



**INSURANCE REQUIREMENTS CHECKLIST  
FOR BID # 19-B-645  
Items marked "X" must be provided**

|              |                                           |                                                      |
|--------------|-------------------------------------------|------------------------------------------------------|
| <u>  X  </u> | <b>General Liability</b>                  | <b>Minimum Limits Required</b>                       |
|              | <u>  X  </u> Commercial General Liability | \$ <u>2,000,000</u> General Aggregate                |
|              | <u>  X  </u> Occurrence Form              | \$ <u>1,000,000</u> Product/Complete Operations Agg. |
|              | _____                                     | \$ <u>1,000,000</u> Personal & Advertising Injury    |
|              | _____                                     | \$ <u>1,000,000</u> Each Occurrence                  |
|              | _____                                     | \$ _____                                             |

|              |                             |                                               |
|--------------|-----------------------------|-----------------------------------------------|
| <u>  X  </u> | <b>Automobile Liability</b> |                                               |
|              | Owned, Hired & Non-Owned    | \$ <u>1,000,000</u> Combined Single Limit per |
|              | Occurrence                  |                                               |

|              |                                                           |                                           |
|--------------|-----------------------------------------------------------|-------------------------------------------|
| <u>  X  </u> | <b>Worker's Compensation<br/>and Employer's Liability</b> | <b>Statutory</b>                          |
|              |                                                           | \$ <u>100,000</u> Each Accident           |
|              |                                                           | \$ <u>500,000</u> Disease - Policy Limit  |
|              |                                                           | \$ <u>100,000</u> Disease - Each employee |

|       |                                                                                     |                     |
|-------|-------------------------------------------------------------------------------------|---------------------|
| _____ | <b>Professional Liability - Errors &amp; Omissions</b> (*To be completed by Bidder) |                     |
|       | * Deductible: \$ _____                                                              | \$ _____ Aggregate  |
|       | * Claims Made (Y/N): _____                                                          | \$ _____ Each Claim |
|       | * Occurrence (Y/N): _____                                                           |                     |
|       | * Defense included in Limits (Y/N): _____                                           |                     |

|       |                                            |                                               |
|-------|--------------------------------------------|-----------------------------------------------|
| _____ | <b>Builder's Risk/Installation Floater</b> | (* To be completed by Bidder)                 |
|       | * Flood Included \$ _____ Limit            | \$ _____ 100% of Completed or Installed Value |
|       | * Transportation Included \$ _____ Limit   | All-Risk Form                                 |
|       | * Storage Included \$ _____ Limit          |                                               |

**City Must Be A Named Insured. Copy of Policy Will Be Required.**

|       |              |          |
|-------|--------------|----------|
| _____ | <b>Other</b> |          |
|       | _____        | \$ _____ |
|       | _____        | \$ _____ |

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

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

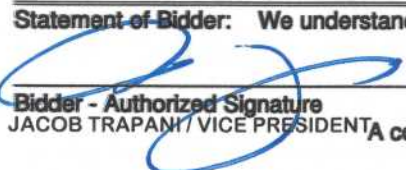
  X   Certificates must identify bid number and bid title.

\_\_\_\_\_ Subcontractors must carry same Insurance limits.

\_\_\_\_\_ Insurance Carrier should be A rated.

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

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

  
Bidder - Authorized Signature  
JACOB TRAPANI / VICE PRESIDENT

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

**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)<br><b>BLD SERVICES, LLC</b>                                                                                                                                                                                                                                                                                                      |                                         |
| Business name, if different from above                                                                                                                                                                                                                                                                                                                                     |                                         |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <b>P</b><br><input type="checkbox"/> Other (see instructions) ▶ | <input type="checkbox"/> Exempt payee   |
| Address (number, street, and apt. or suite no.)<br><b>2424 TYLER STREET</b>                                                                                                                                                                                                                                                                                                | Requester's name and address (optional) |
| City, state, and ZIP code<br><b>KENNER, LA 70062</b>                                                                                                                                                                                                                                                                                                                       |                                         |
| 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<br><b>72 : 1512625</b> |

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶ **JACOB TRAPANI / VICE PRESIDENT**

Date ▶ **09/14/18**

**General Instructions**

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

**Purpose of Form**

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

## ATTACHMENTS

### WORK SUMMARY

### GENERAL CONDITIONS

### TECHNICAL SPECIFICATIONS

#### DIVISION 1 - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK  
01025 MEASUREMENT AND PAYMENT  
01045 CUTTING AND PATCHING  
01530 BARRIERS  
01570 TRAFFIC CONTROL

#### DIVISION 2 - SITE WORK

02512 CONCRETE SIDEWALK RESTORATION  
02574 PAVEMENT REMOVAL AND REPLACEMENT  
02934 SODDING

#### TRENCHLESS REHABILITATION SPECIFICATIONS

- SANITARY SEWER LINE CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION
- CURED-IN-PLACE PIPE
- THERMOFORMED (FOLD AND FORM) POLYVINYL CHLORIDE (PVC) LINERS
- CHEMICAL GROUTING



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- CHEMICAL GROUTING



# City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Engineering Services Department  
Jerald Woloszynski, P.E., Engineering Director

Engineering Services Division: (727) 587-6713  
Engineering Services FAX: (727) 586-7413

## **TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID NO. 19-B-645 City of Largo, Florida**

### **WORK SUMMARY**

#### **Scope of Work**

This project provides for the rehabilitation of pipelines and conduits (8 through 84 inch, and laterals) by various trenchless methods on an “as needed” basis. These rehabilitation methods may be used in a variety of gravity and pressure applications such as sanitary sewers storm sewers and force mains. Pipelines for rehabilitation on this project consist primarily of vitrified clay pipe, with some ductile iron pipe, reinforced concrete pipe and corrugated metal pipe. The City reserves the right to award separate contracts for the various trenchless methods. The decision on which method will be used in any given situation will be made at the sole discretion of the City. The repairs assigned to the Contractor may require prioritization by the City. The Engineer may order the Contractor to accomplish the work in accordance with a given chronological sequence.

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed. The term of this bid will be from the date of award through September 30, 2016. The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.

The indemnification provision contained in the General Conditions is incorporated herein, and made a part hereof, as if fully set forth herein.

***The contractor shall submit, for the purposes of bidding, a completed Schedule of Bid Prices and executed General Conditions. Failure to provide both documents shall result in an unresponsive bid.***

#### **Construction Standards**

All construction within the City of Largo limits shall conform to the provided technical specifications and the City of Largo Engineering Design and Construction Standards available at [https://www.largo.com/document\\_center/Engineering/Engineering%20Design%20Construction%20Standards.pdf](https://www.largo.com/document_center/Engineering/Engineering%20Design%20Construction%20Standards.pdf) unless otherwise directed by the City Engineer.

#### **As-Built Drawings**

The Contractor will not be required to furnish as-built drawings under this section of the Contract, but shall be required to furnish a complete bill of materials used at each repair and a detailed invoice

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outlining total quantities for each pay item being invoiced and a corresponding list of line segments (manhole to manhole), or lateral address, rehabilitated under the invoiced work.

#### Traffic Control and Barriers

The Contractor shall notify the appropriate agencies a minimum of two (2) working days prior to any construction affecting traffic flow. All traffic control devices and barriers utilized during construction shall be provided by the Contractor as stipulated under Pay Items No. 56, 57 & 58. and meet there requirements set forth in the Florida State Department of Transportation Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations. Failure or refusal, on the part of the Contractor, to install, maintain, and/or position traffic control devices or barriers promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours notice, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the contract bond. Any work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

#### Bypass Pumping

The City lines, during most repair work, may be plugged to prevent the continuous flow of wastewater or stormwater into the area of work. At the direction of the Engineer, the Contractor will install bypass pumping equipment to reroute flow, as an alternate to line plugging. The Contractor will be responsible for mobilization, setup, coordination, and operation of all bypass pumping equipment, including any additional traffic control measures that may be required. Bypass pumping will be continued until directed to cease by the Engineer. The City shall identify the appropriate discharge location for all flow that is bypass pumped.

#### Completion and Guarantee

The work at each location will be considered complete upon written notification by the Engineer to the Contractor of its final acceptance. The date of such notification shall also establish the beginning date of the warranty period, as indicated ion the technical specification for the particular rehabilitation method, and in accordance with the General Conditions. This guarantee shall be exclusive of manufacturer s guarantees or warranties exceeding this period.

#### Permits

The Contractor will obtain all permits necessary for performance of the work identified herein, unless otherwise noted or specified.

#### Safety

1. Contractor will report any condition to the City of Largo which may pose a threat to the health and welfare of employees of the City, Contractor, or the general public.
2. Contractor will use employees that are properly trained and who are aware of possible work, materials, and job-site related hazards.
3. Contractor will ensure that waste material is properly disposed in accordance with applicable regulations and safety precautions.
4. Contractor shall comply with all local, state and federal safety requirements, including but not limited to OSHA.

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**STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT  
FOR  
THE CITY OF LARGO  
FLORIDA**

GC-1



## GENERAL CONDITIONS

### ARTICLE I – DEFINITIONS

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL REQUIREMENTS - Division 1 of the Technical Specifications.

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

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

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

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

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

RESIDENT PROJECT REPRESENTATIVE (RPR) - The resident project representative, shall be in attendance at the project site during performance of the Work and shall represent the CITY directly or through

the ENGINEER. Responsibilities of the RPR are further defined in Paragraph 9.3 of these General Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2 - PRELIMINARY MATTERS**

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### **DELIVERY OF DOCUMENTS:**

2.1. When the CONTRACTOR delivers the signed Agreements to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as

the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

### **COPIES OF DOCUMENTS:**

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

### **COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:**

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

### **STARTING THE PROJECT:**

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

### **BEFORE STARTING CONSTRUCTION:**

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

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

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

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

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

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

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

#### **PRECONSTRUCTION CONFERENCE:**

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

#### **FINALIZING SCHEDULES:**

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to the

CITY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the CITY as to form and substance.

### **ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

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#### **INTENT:**

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

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

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

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

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

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

#### **AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:**

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

- 3.4.1. a formal Written Amendment.
- 3.4.2. a Change Order (pursuant to paragraph 10.4), or
- 3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

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

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

- 3.5.1. a Field Order (pursuant to paragraph 9.5)
- 3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

#### **REUSE OF DOCUMENTS:**

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

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

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##### **AVAILABILITY OF LANDS:**

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



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

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

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

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

#### **PHYSICAL CONDITIONS:**

4.2.1 Explorations and Reports: Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of

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

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

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

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

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

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

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

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

## **PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:**

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

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

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.1.3. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the owner or occupant of such facilities both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The CONTRACTOR shall be responsible for



any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the ENGINEER in order that necessary changes may be made to permit installation of the Work.

4.3.2. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22.1), identify the owner of such Underground Facility and give written notice thereof to that owner and to the CITY and the ENGINEER. The ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20.

4.3.3. CONTRACTOR shall only be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any such Underground Facility CONTRACTOR could not reasonably have been expected to have been aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

## **REFERENCE POINTS:**

4.4. The CITY shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

## **ARTICLE 5 - BONDS AND INSURANCE**

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### **BONDS:**

5.1. CONTRACTOR shall upon delivery of the executed Agreement to the CITY furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The form and conditions of the Bonds and the Surety shall be acceptable and satisfactory to the CITY and Surety shall be a nationally recognized Surety Company acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, for projects not exceeding (\$500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935 (1989). For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with a Best Rating of no less than A-IX. Bonds shall be executed and issued by a resident or non resident agent, licensed to conduct business in the State of Florida, representing such corporate sureties. If the CONTRACTOR is a partnership, the Bond should be

signed by each of the individuals who are partners; if a corporation, the Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1., CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.

#### **CONTRACTOR'S INSURANCE:**

5.3. General: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. CONTRACTOR'S insurance, and the insurance of any other party bound to the CONTRACTOR shall be considered primary. The Certificate(s) of Insurance shall bear the requisite endorsements providing for CITY as Certificate Holder and additional insured and shall further provide for waiver of subrogation by the CONTRACTOR and/or any subcontractor(s) where applicable. The Certificate(s) issued pursuant to this Contract shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes the Certificate(s) shall also include a reference to the project #, RFP#/RFQ#, and/or any purchase order or task order issued in accordance herewith. Before starting and during the term of this

Contract, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraph 5.4, inclusive below.

5.4. Coverage: Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

##### **5.4.1. Workers' Compensation.**

Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require all subcontractors to maintain workers compensation during the term of the agreement and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY and ENGINEER harmless from any damage resulting to them for failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

##### **5.4.1.1. Employers' Liability with Statutory Limits of \$100,000/\$500,000/\$100,000.**

5.4.1.2. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.1.3. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and/or Jones Act if applicable.

5.4.2. Comprehensive General Liability or Commercial General Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:

5.4.2.1. Minimum Limits of total coverage shall be \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet \$1,000,000.00 minimum to be acceptable to the CITY.

5.4.2.2. Premises and/or Operations.

5.4.2.3. Independent Contractor.

5.4.2.4. Products and/or Completed Operations. CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

5.4.2.5. XCU Coverages.

5.4.2.6. Broad Form Property Damage including Completing Operations.

5.4.2.7. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

5.4.2.8. Personal Injury coverage with employees and contractual exclusions removed.

5.4.2.9. Additional Insured. The CITY is to be specifically included as an additional insured (including products).

5.4.2.10. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall

immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.2.11. The CONTRACTOR shall either require each subcontractor to procure and maintain, during the life of the subcontract, insurance of the type and in the same amounts specified herein or insure the activities of subcontractors in his own insurance policy.

5.4.3. Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:

5.4.3.1. Minimum limit of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

5.4.3.2. Owned Vehicles.

5.4.3.3. Hired and Non-Owned Vehicles

5.4.3.4. Employee Non-Ownership

5.4.3.4. The CITY shall be listed as an additional insured on auto policies.

5.4.3.5. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4. All Risk Property Insurance When Applicable. Coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property of the CITY'S for which the

CONTRACTOR is responsible and over which he exercises control. Builders Risk insurance must be provided to cover Property under construction and an Installation Floater must cover all machinery, vessels, air conditioners or electric generators to be installed. This insurance shall include a waiver of subrogation as to the ENGINEER, the CITY, the CONTRACTOR, and their respective officers, agents, employees, and subcontractors.

5.4.4.1. Coverage to be provided on a full replacement cost basis.

5.4.4.2. Losses in excess of ten thousand dollars (\$10,000) shall be jointly payable to the CONTRACTOR and the CITY.

5.4.4.3. Waiver of occupancy clause or warranty. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) will not be occupied by the CITY.

5.4.4.4. Maximum Deductible - \$5,000 each claim.

5.4.4.5 Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4.6. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage

available under the National Flood Program.

5.4.5. A Best Rating of no less than A - VIII is required for any carriers providing coverage required under the terms of this Contract. Failure to comply with the insurance requirements as herein provided shall constitute default of this Agreement. Neither CONTRACTOR or any subcontractor shall commence work under the Contract until they have all insurance required under this Section and have supplied the CITY with evidence of such coverage in the form of certified copies of policies (where required) and certificates of insurance, and such policies and certificates have been approved by the CITY. CONTRACTOR shall be responsible for and shall obtain and file insurance certificates on behalf of its subcontractors. All certified copies of policies (where required) and certificates of insurance shall be filed with the CITY. The CITY reserves the right to request additional information regarding any form of insurance or policy obtained or maintained pursuant to this Contract as the CITY deems necessary, and at a frequency the CITY deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of this Contract. Receipt of Certificates or other documentation of insurance or policies, or copies of policies, by the CITY or by any of its representatives which indicate less coverage than required by this Contract does not constitute waiver of CONTRACTOR'S obligations to fulfill the insurance requirements of this Contract.

## **ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES**

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### **SUPERVISION AND SUPERINTENDENCE:**

6.1. The CONTRACTOR has the obligation to deliver to the CITY the completed job in a good and workmanlike condition. CONTRACTOR shall supervise and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but

CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in the CONTRACTOR.

6.2. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

#### **LABOR, MATERIALS AND EQUIPMENT; HOURS OF WORK:**

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the CITY'S written consent (which shall not be unreasonably withheld) given after prior written notice to ENGINEER. The CONTRACTOR is hereby informed, and understands that unless otherwise approved by the City, the City restricts the work between the hours of 5:00 p.m. and 8:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the CITY. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the CITY.

6.3.1 The CONTRACTOR shall receive no additional compensation for overtime work. However, additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the change order specifically

authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

6.3.2 All costs of inspection and testing performed by the CITY during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR. For all work performed on holidays and weekends a fee of \$250 per day will be charged to the CONTRACTOR, to cover the cost of Largo Engineering Inspectors. Notice must be submitted at least two whole working days prior to subsequent holiday and/or weekend.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and final completion of the work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY, ENGINEER, or any of the CITY'S or ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

#### **ADJUSTING PROGRESS SCHEDULE:**



6.6 CONTRACTOR shall submit to ENGINEER for review and comment (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

#### **SUBSTITUTES OR "OR-EQUAL" ITEMS:**

6.7.1. The technical specifications shall govern the use of substitute or "or-equal" items. The procedure for review by ENGINEER will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform equally or better the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S

expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the Technical Specifications.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The CITY may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

#### **CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the CITY and the ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom the CITY or the ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Technical Specifications or Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and

equipment) shall be submitted to the CITY for acceptance by the CITY and ENGINEER, and if CONTRACTOR has submitted a list thereof, the CITY or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. If after bid opening and prior to the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the CITY may return the bid bond and award the contract to the next qualified, competent bidder. If after the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the ENGINEER of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY or ENGINEER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to the CITY and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the CITY or the ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Technical Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or

delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and the ENGINEER.

#### **PATENT FEES AND ROYALTIES:**

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the CITY or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the CITY in the Contract Documents. CONTRACTOR shall indemnify, defend and hold harmless the CITY and anyone directly or indirectly employed by the CITY from and against all claims, damages, losses and expenses (including attorney's fees and court costs) arising out of any claims of an infringement of patent rights, copyrights, trade marks trade secrets or proprietary information incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. This indemnification provision shall survive the termination of this agreement.

#### **PERMITS:**

6.13. CONTRACTOR shall obtain and pay for all construction permits and licenses. The CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for prosecution of the Work, which are applicable at the time of opening of Bids. There will be no cost for permits issued by the CITY. CONTRACTOR shall pay all charges of utility for connections to the Work, and the CITY shall pay all charges of such utility owners for



capital costs related thereto such as plant investment fees.

#### **LAWS AND REGULATIONS:**

6.14.1. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, neither the CITY nor the ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws, ordinances, rules or regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, CONTRACTOR shall give CITY and ENGINEER prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the CITY and ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

#### **TAXES:**

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the Work.

#### **USE OF PREMISES:**

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits and easements, and shall not reasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall

assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify, defend and hold the CITY and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work. This indemnification provision shall survive the termination of this agreement.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **RECORD DOCUMENTS:**

6.19. CONTRACTOR shall maintain in accordance with the Technical Specifications in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. The record documents together with all approved samples

and a counterpart of all approved Shop Drawings will be available to the ENGINEER for reference. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to ENGINEER for the CITY.

#### **SAFETY AND PROTECTION:**

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or the ENGINEER or anyone employed by

either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of an and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

#### **EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER:**

6.22.1. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto. CONTRACTOR, without special instruction or authorization from ENGINEER or the CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if

CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order or Change Order will be issued to document the consequences of the changes or variations.

6.22.2. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The ENGINEER may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

#### **SHOP DRAWINGS AND SAMPLES:**

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), ordinances, rules and all Shop Drawings which will bear the stamp that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will

have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review of each such variation.

6.26. ENGINEER will review within ten days of receipt thereof, Shop Drawings and samples but ENGINEER'S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. ENGINEER will review one (1) resubmittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at the CONTRACTOR'S expense.

6.27. ENGINEER'S review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and acceptance of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

#### **CONTINUING THE WORK:**

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and the CITY may otherwise agree in writing.

#### **INDEMNIFICATION:**

6.30. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby

waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.06, Florida Statutes or are unenforceable pursuant to Section 725.06, Florida Statutes.

#### **SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER**

6.31 The CITY is currently under Consent Order 03-0666 with the Florida Department of Environmental Protection (FDEP). The discharge of wastewater or effluent (reclaimed water) into waters of the State

and/or into canals, ditches, and ponds that are connected to waters of the State is prohibited. Any spill or discharge of wastewater or reclaimed water shall be immediately reported to the CITY ENGINEER ((727) 587-6713), and the CITY'S WASTEWATER COLLECTION SYSTEM MANAGER ((727) 507-4465). In the event of a spill or discharge, the CONTRACTOR shall immediately control, contain, and stop the spill or discharge and shall repair any damage to the CITY'S facilities. The CONTRACTOR shall be responsible for any penalties and costs charged to the CITY by the FDEP and for all costs incurred by the CITY as a result of the CONTRACTOR'S actions or as a result of the CONTRACTOR'S negligence.

Costs charged to the CITY by FDEP are for discharges that have been found not to be due to abnormal events and are, therefore, subject to stipulated penalties pursuant to Paragraph No. 25 of the Consent Order. This paragraph requires the City to pay FDEP stipulated penalties for wastewater discharged from the City System to surface waters that do not qualify as excusable discharges. In accordance with Paragraph 25, the stipulated penalty schedule is as follows: Each category is limited to a daily cumulative maximum amount of \$30,000.00.

| DEP CONSENT ORDER FINE SCHEDULE |                              |
|---------------------------------|------------------------------|
| Amount/Day/Discharge            | Discharge Volume             |
| \$500.00                        | Up to 5,000 gallons          |
| \$1000.00                       | 5,001 to 10,000 gallons      |
| \$2,500.00                      | 10,001 to 25,000 gallons     |
| \$5,000.00                      | 25,001 to 100,000 gallons    |
| \$10,000.00                     | In excess of 100,000 gallons |

The fines, and anticipated costs, which may be incurred by the CITY as a result of the CONTRACTOR'S actions or negligence, shall be paid to the CITY within 30 days, or the costs incurred will be deducted from the total Contract amount.

## ARTICLE 7 - OTHER WORK

### RELATED WORK AT SITE:

7.1. The CITY may perform other work related to the Project at the site by the CITY'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. If the performance of additional Work by other Contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.2. CONTRACTOR shall afford each Utility owner and other contractors who are a party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CITY and ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the CITY and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or the CITY), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S work. CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in the other work.



## **COORDINATION:**

7.4. If the CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the CITY nor the ENGINEER shall have any authority or responsibility in respect of such coordination.

## **ARTICLE 8 - THE CITY'S RESPONSIBILITIES**

8.1. The CITY shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, the CITY shall appoint a consultant whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. The CITY shall furnish the data required of the CITY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. The CITY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraphs 4.2.1 and 4.2.2 refer to the CITY'S identifying and making available to CONTRACTOR copies of all reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. The CITY is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6. In connection with the CITY'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with the CITY'S right to terminate services of CONTRACTOR.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

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### **CITY'S REPRESENTATIVE:**

9.1. The ENGINEER will be the CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER and the CITY'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the CITY and ENGINEER.

### **VISITS TO SITE:**

9.2. After written notice to proceed with the work, the ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the CONTRACTOR'S failure to perform the construction Work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of his on-site observations, as an experienced and qualified design professional, he will keep the CITY informed of the progress of the work, will endeavor to guard the CITY against defects and deficiencies in the Work of the Contractor and may reject Work as failing to conform to the Contract Documents.

### **PROJECT REPRESENTATION:**

9.3. A Resident Project Representative may be assigned to assist ENGINEER in carrying out his responsibilities to CITY at the site. Resident Project Representative is ENGINEER'S agent at site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Representative's actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and



CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of ENGINEER.

9.3.1. Resident Project Representative shall where applicable:

9.3.1.1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning its general acceptability.

9.3.1.2. Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

9.3.1.3. Working principally through CONTRACTOR'S superintendent, assist ENGINEER in serving as the CITY'S liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CITY'S on-site operations.

9.3.1.4. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.

9.3.1.5. Record date of receipt of Shop Drawings and samples.

9.3.1.6. Receive samples which are furnished at the site by CONTRACTOR, and notify the ENGINEER of availability of samples for examination.

9.3.1.7. Advise the ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by the ENGINEER.

9.3.1.8. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

9.3.1.9. Report to the ENGINEER whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the ENGINEER from the duties imposed by contract.

9.3.1.10. Verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups

9.3.1.11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

9.3.1.12. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the ENGINEER.

9.3.1.13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's

recommendations to the ENGINEER. Transmit to CONTRACTOR decisions as issued by the ENGINEER.

9.3.1.14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

9.3.1.15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

9.3.1.16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.

9.3.1.17. Furnish the ENGINEER periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

9.3.1.18. Consult with the ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.

9.3.1.19. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to the ENGINEER, Change Orders, Work Directive Changes, and Field Orders.

9.3.1.20. Report immediately to the ENGINEER and the CITY upon the occurrence of any accident.

9.3.1.21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.3.1.22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to CITY prior to final payment for the Work.

9.3.1.23. Before the ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

9.3.1.24. Conduct final inspection in the company of the ENGINEER, the CITY and the CONTRACTOR and prepare a final list of items to be completed or corrected.

9.3.1.25. Observe that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

9.3.2. The Resident Project Representative shall not:

9.3.2.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.

9.3.2.2. Exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents.

9.3.2.3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.

9.3.2.4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

9.3.2.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

9.3.2.6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

9.3.2.7. Authorize the City to occupy the Project in whole or in part.

9.3.2.8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

#### **CLARIFICATIONS AND INTERPRETATIONS:**

9.4. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

#### **AUTHORIZED VARIATIONS OF WORK:**

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field Order and will be binding on the CITY, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 and 12. The ENGINEER is not authorized to waive any requirements of this contract or to agree to any increase in the contract price or contract time.

#### **REJECTING DEFECTIVE WORK:**

9.6. The ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective or believes to be in non-conformance with the intent of the contract documents, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

#### **SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:**

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.8. In connection with ENGINEER'S responsibilities as to Change Orders, see Article 10, 11, and 12.

9.9. In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

#### **DETERMINATIONS FOR UNIT PRICES:**

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER'S written decisions thereon

will be final and binding upon the CITY or CONTRACTOR unless, within ten days after the date of any such decision, either the CITY or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

#### **DECISIONS ON DISPUTES:**

9.11. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Article 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty (30) days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to the CITY or CONTRACTOR. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by the CITY or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

#### **LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:**

9.13. Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER or CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

#### **ARTICLE 10 - CHANGES IN THE WORK**

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10.1. Without invalidating the Agreement and without notice to any surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the

Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22.1 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the work which are ordered by the CITY pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties.

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties;

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of

time, shall be governed by the ordinances of the City of Largo.

## **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

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11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive).

11.3.2. By mutual acceptance of a lump sum (which shall include an allowance for



overhead and profit in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

#### **COST OF THE WORK:**

11.4. The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classification agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the CITY.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the CITY, and

CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who will then determine, with the advice of the ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs include the following:

11.4.5.1. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. For special equipment and machinery such as



power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized Work, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the Work. If said Work required the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

11.4.5.3. Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.

11.4.5.4. Royalty payments and fees for permits and licenses.

11.4.5.5. The site costs of utilities, fuel and sanitary facilities.

11.4.5.6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a

branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.6 above).

11.5.5. Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

#### **CONTRACTOR'S FEE:**

11.6. The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profits shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. The cost allowance for overhead and profit shall not exceed fifteen percent (15%) of the net cost. If

the work is done by a Subcontractor, he may add ten percent (10%) of his net cost for overhead and profit and the Contractor may add five percent (5%) of the net cost for overhead and profit. If all the work is done by the Contractor, he may add fifteen percent (15%) of the net cost for overhead and profit;

11.6.2.2. See Article 11.6.2.1;

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### **CASH ALLOWANCES:**

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the ENGINEER, CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### **UNIT PRICE WORK:**

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

#### **OMITTED WORK:**

11.10. The City may at any time, by written order, without Notice to the Sureties, require omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executable change order. All work so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.10.1. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the contract; or,

11.10.2. By the appropriate lump sum price set forth in the Contract; or,

11.10.3. By the reasonable and fair estimated cost of such omitted work as determined by the CONTRACTOR and the ENGINEER, and approved by the CITY.

#### **ARTICLE 12 - CHANGE OF CONTRACT TIME**

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12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment of the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays caused by

events beyond the control of CONTRACTOR if a claim is made thereof as provided in paragraph 12.1. Such events shall include, but not be limited to acts or neglect by the CITY or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. If abnormal weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within 30 days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12.4 The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays in construction from any cause whatsoever but if occasioned by any act of God, or by any act or omission on the part of the CITY, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work, provided that the CONTRACTOR gives notice in writing of the cause of such act, hindrance or delay within ten days after its occurrence to the CITY. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope or work or substantial increases in the cost of performing the work under the Contract Documents

#### **ARTICLE 13 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

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##### **WARRANTY AND GUARANTEE:**

13.1. CONTRACTOR warrants and guarantees to the CITY and ENGINEER that all Work will be constructed in accordance with the Contract Documents. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Article 13. The guarantee shall remain in effect for one year from the date of final acceptance

unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the work to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

#### **ACCESS TO WORK:**

13.2. ENGINEER'S and ENGINEER'S representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

#### **TESTS AND INSPECTIONS:**

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or ENGINEER'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid as specified in the Contract Documents.

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the Work in accordance with the Contract Documents.

#### **UNCOVERING WORK:**

13.8. If any Work is covered contrary to the request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced, at CONTRACTOR'S expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 11 and 12.

#### **CITY MAY STOP THE WORK:**

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

#### **CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

#### **ONE YEAR CORRECTION PERIOD:**

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY'S written instructions, either correct such defective Work, or, if it has been rejected by the CITY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written

Amendment. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.13. If instead of requiring correction or removal and replacement of defective Work, the CITY (and prior to ENGINEER'S recommendation of final payment) prefers to accept it, the CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the CITY'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the CITY.

#### **CITY MAY CORRECT DEFECTIVE WORK:**

13.14. If CONTRACTOR fails within thirty days (30) after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incomplete in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CITY'S representative, agents and employees such access to the site as may be necessary to enable the CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CITY in



exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of other destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY'S rights and remedies hereunder.

#### **ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

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##### **SCHEDULE OF VALUES:**

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

##### **APPLICATION FOR PROGRESS PAYMENTS:**

14.2. Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the Engineer for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property

insurance and other arrangements to protect the CITY'S interest therein, all of which shall be satisfactory to the CITY. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. When applicable, the amount of retainage withheld and the schedule for release/payment of any retainage shall be in accordance with the procedures outlined in Section 218.735(8)(a), Florida Statutes. Unless otherwise stated in the Agreement, the term "50-percent completion" shall defined as set forth in Section 218.735(8)(b), Florida Statutes.

##### **CONTRACTOR'S WARRANTY OF TITLE:**

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of payment free and clear of Liens.

##### **REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:**

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the City with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by the CITY to CONTRACTOR.

14.5. ENGINEER'S recommendation of any payment requested in the Application for Payment shall not prohibit the City from withholding payment or prohibit the City from paying additionally sums regarding other matters or issues between the parties.

14.6. ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to the CITY that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to the CITY. The ENGINEER may also refuse to recommend any such payment, or,



because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect the CITY from loss, including but not limited to:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. The CITY has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. Of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5. The CITY may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the CITY on account of CONTRACTOR'S performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended, but the CITY must give CONTRACTOR written notice (with a copy to ENGINEER) stating the reasons for such action.

#### **SUBSTANTIAL COMPLETION:**

14.8. When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the ENGINEER in writing that the Work is substantially complete and request that the ENGINEER prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the CITY, the ENGINEER and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. If the ENGINEER does not consider the Work substantially complete, (it is not ready for its intended use) the ENGINEER shall notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the Work to be substantially complete, the ENGINEER will prepare and deliver to the CITY for its execution and recordation the Certificate of Substantial Completion signed by the ENGINEER and

CONTRACTOR, which shall fix the Date of Substantial Completion.

14.9. The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

#### **PARTIAL UTILIZATION:**

14.10. Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

14.10.1. The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to the CITY and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify the CITY and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. The CITY may at any time request CONTRACTOR in writing to permit the

CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and ENGINEER that such part of the Work is not ready for separate operation by the CITY, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

#### **FINAL INSPECTION:**

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with the CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

#### **FINAL APPLICATION FOR PAYMENT:**

14.12. After CONTRACTOR has completed in writing all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents all

as required by the Contract Documents, and after ENGINEER has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents.

#### **FINAL PAYMENT AND ACCEPTANCE:**

14.13. Upon receipt of written notice from the CONTRACTOR that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the ENGINEER shall promptly examine the Work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional ENGINEER, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the CITY in writing that he has examined the Work and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTORS other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the ENGINEER does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the ENGINEER or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.14. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, the CITY shall pay the remainder of the contract price as recommended by ENGINEER as provided in said paragraph 14.13. Prior to final payment, the CONTRACTOR must provide the CITY with waivers of any and all claims and liens from the CONTRACTOR and any and all subcontractors, sub-subcontractors, laborers, or. These waivers are conditions precedent to final payment. The CITY may

withhold amounts it deems necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors, materialmen, suppliers or others from final payment to the CONTRACTOR

14.15. The ENGINEER will then make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. The ENGINEER will report such estimate to the CITY together with his recommendation as to the acceptance of the Work or his findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the ENGINEER'S estimate and recommendation to the CITY, the CITY will make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including, but not limited to, Liquidated Damages, as applicable.

14.16. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CITY of the application for final payment, the amount recommended by ENGINEER shall become due and will be paid to Contractor.

#### **CONTRACTOR'S CONTINUING OBLIGATION:**

14.17. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

#### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

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##### **CITY MAY SUSPEND WORK:**

15.1. The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

##### **CITY MAY TERMINATE**

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.3. The CITY may, after giving CONTRACTOR and Surety seven days written notice of any default and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of completing the work including compensation for additional managerial and administrative services, plus the CITY'S direct, indirect and consequential losses, damages and costs because of the CONTRACTOR'S default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) such excess will be paid to CONTRACTOR. If such expenses and costs plus the CITY'S losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to the CITY promptly on demand. Such costs incurred by the CITY will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the work performed.

15.4. Where CONTRACTOR'S services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CITY will not release CONTRACTOR from liability.

15.5. The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also will reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

#### **FISCAL NON-FUNDING**

15.6. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

#### **CONTRACTOR MAY STOP WORK OR TERMINATE:**

15.7. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of



more than ninety (90) days by the CITY or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CITY and ENGINEER, terminate the Agreement and the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the work completed as of the Date of Termination plus reasonable termination expenses. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to the CITY and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

## **ARTICLE 16 - MISCELLANEOUS**

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### **GIVING NOTICE:**

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **COMPUTATION OF TIME:**

16.2. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **NO LIMITATION OF RIGHTS AND REMEDIES:**

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to the CITY and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

### **ACCIDENT AND PREVENTION:**

16.4. The safety provisions of applicable laws and building and construction codes shall be observed by CONTRACTOR and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

16.5. In the event the CITY is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the CITY'S control, then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the CITY herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

#### **FLORIDA PRODUCTS AND LABOR**

16.6. The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

#### **EMPLOYEES:**

16.7. All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

16.8. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this Work or who appears to the CITY to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, ENGINEER or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the CITY to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work site.

#### **NON-DISCRIMINATION:**

16.9. The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex,

age, handicapped status, disabilities, or national origin. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors as well.

#### **ASSIGNMENT:**

16.10. This Agreement, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CITY be liable to any assignee or transferee, without the written consent of the CITY, to the assignment, or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

#### **GOVERNING LAW; JURISDICTION AND VENUE:**

16.11. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the



subject matter hereof may not be enforced in or by such courts.

**ASBESTOS:**

16.12. If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the ENGINEER. The CITY shall consult with the ENGINEER regarding removal or encapsulation of the asbestos material and the

CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of special instructions from the CITY through the ENGINEER.

**RIGHT TO AUDIT:**

16.13. If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

**CONTRACTOR'S PUBLIC RECORDS OBLIGATIONS**

16.14 Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor when acting as an agent of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that

ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Contract; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the City all public records in possession of the Contractor within thirty (30) days after termination of this Contract, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Contract. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting as an agent of the City.

Company: BLD SERVICES, LLC

Date SEPTEMBER 14, 2018

Signature  (Authorized Corporate Officer)

JACOB TRAPANI / VICE PRESIDENT

**JACOB TRAPANI / VICE PRESIDENT**  
(Typed/Printed)

Corporate Seal

GC-41



PO Box 296  
Largo, FL 33779  
Largo.com

## City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Office of Management and Budget

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

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

**FOR**

### **TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID #19-B-645**

---

**TO:** Potential Bidders

**FROM:** Joan Wheaton , Procurement Analyst  
Jerald Woloszynski, P.E., Director

**DATE:** August 24, 2018

**PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 19-B-645**

**SEE ATTACHED PAGE: A-1**

Questions concerning this addendum should be directed to Robert C. Hatton, Engineer II, Engineering Services Department, (727) 587-6713.

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

I have read and understand the Addendum to **Bid Number 19-B-645**

Signature

Firm BLD SERVICES, LLC

Typed Name and Title JACOB TRAPANI / VICE PRESIDENT

ADDENDUM NO. 1
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
Bid No. 19-B-645

Addendum No. 1, dated August 24, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

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

Description:

Summary of Work, Scope of Work section, paragraph two, is revised as follows:

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed The term of this bid will be from the date of award through September 30, 2020 (2016). The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.



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

FOR

TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID #19-B-645

TO: Potential Bidders

FROM: Joan Wheaton , Procurement Analyst
Jerald Woloszynski, P.E., Director

DATE: **September 11, 2018**

PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 19-B-645

SEE ATTACHED PAGES: A-1, A-2, A-3

Questions concerning this addendum should be directed to Robert C. Hatton, Engineer II, Engineering Services Department, (727) 587-6713.

~~~~~

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

I have read and understand the Addendum to **Bid Number 19-B-645**

Signature \_\_\_\_\_

Firm **BLD SERVICES, LLC**

Typed Name and Title **JACOB TRAPANI / VICE PRESIDENT**



ADDENDUM NO. 2  
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bid No. 19-B-645

Addendum No. 2, dated September 11, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

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

Responses to Bidder's Questions

Question:

Item 1, 8-inch CIPP x 6mm, is the 6mm a finished design or the manufactured design thickness?

Response:

*This is the manufactured design thickness.*

Question:

Item 7 thru 29 CIPP x ?mm thickness, all liner thicknesses appear to be very thin, all being enough that the thickness variance will be used fully and not just a percentage. Can the design thickness be increased to assumed thickness on these items?

Answer:

*The design thickness will be decided on a case by case basis per project location and can be increased by increments of 1.5 mm beyond the initial thickness per pipe diameter as shown on the schedule of bid prices.*



Question:

Will all laterals be grouted after reinstatement or only the laterals that are actively leaking?

Response:

*All laterals will be grouted after reinstatement.*

Question:

Must the bidders bid on every group?

Response:

*No. Bidders are only required to bid on the groups of items containing products or services that their company provides. However we request that all bidders submit bids for Group 5 "Common Work Tasks".*

Question:

Can we Please be Supplied with the previous bid tabulations to this contract?

Response:

*See page A-3 for the bid tabulation to the Trenchless Sanitary Storm Sewer Rehabilitation Bid 16-B-534 awarded in 2016.*

Project Name: TRENCHLESS SANITARY AND STORM SEWER REHABILITATION  
 Bid No.: 16-B-534  
 Project Number: 2016-01

|         |                                                                                               |      | Lowest Bid              |            | Second Lowest Bid     |            | Highest Bid |            |                                     |            |
|---------|-----------------------------------------------------------------------------------------------|------|-------------------------|------------|-----------------------|------------|-------------|------------|-------------------------------------|------------|
|         |                                                                                               |      | Project Number: 2016-01 |            |                       |            |             |            |                                     |            |
|         |                                                                                               |      | Contractor:             |            |                       |            |             |            |                                     |            |
|         |                                                                                               |      | BLD Services, LLC       |            | LMK Pipe Renewal, LLC |            | J.T.V. Inc. |            | Instaform Technologies, LLC         |            |
|         |                                                                                               |      |                         |            |                       |            |             |            | Miller Pipeline, LLC                |            |
|         |                                                                                               |      |                         |            |                       |            |             |            | Layne Inliner, LLC                  |            |
|         |                                                                                               |      |                         |            |                       |            |             |            | Kenny Construction Co.              |            |
|         |                                                                                               |      |                         |            |                       |            |             |            | Select Environmental Services, Inc. |            |
| NUMBER  | ITEM                                                                                          | Unit | QUANTITY                | Unit Cost  | Unit Cost             | Unit Cost  | Unit Cost   | Unit Cost  | Unit Cost                           | Unit Cost  |
| Group 1 | Cured-In-Place Pipe (CIPP) Main Line Lining                                                   |      |                         |            |                       |            |             |            |                                     |            |
| 1       | 8 in. x 6 mm CIPP                                                                             | LF   | 10,000                  |            |                       | \$30.00    | \$31.10     | \$32.00    | \$33.00                             | \$32.30    |
| 2       | Cost for each 1.5 mm Increase in Thickness of 8 in. Liner                                     | LF   | 10,000                  |            |                       | \$1.00     | \$1.50      | \$3.00     | \$1.00                              | \$1.00     |
| 3       | 10 in. x 6 mm CIPP                                                                            | LF   | 5,000                   |            |                       | \$32.00    | \$36.00     | \$31.00    | \$32.00                             | \$37.00    |
| 4       | Cost for each 1.5 mm Increase in Thickness of 10 in. Liner                                    | LF   | 5,000                   |            |                       | \$1.00     | \$1.70      | \$3.00     | \$1.50                              | \$1.00     |
| 5       | 12 in. x 6 mm CIPP                                                                            | LF   | 2,500                   |            |                       | \$35.00    | \$41.80     | \$37.00    | \$35.00                             | \$40.00    |
| 6       | Cost for each 1.5 mm Increase in Thickness of 12 in. Liner                                    | LF   | 2,500                   |            |                       | \$1.20     | \$2.20      | \$3.00     | \$2.50                              | \$2.50     |
| 7       | 15 in. x 6 mm CIPP                                                                            | LF   | 1,000                   |            |                       | \$45.00    | \$58.20     | \$49.00    | \$48.00                             | \$50.00    |
| 8       | Cost for each 1.5 mm Increase in Thickness of 15 in. Liner                                    | LF   | 2,000                   |            |                       | \$1.50     | \$2.50      | \$3.00     | \$3.50                              | \$3.00     |
| 9       | 18 in. x 6 mm CIPP                                                                            | LF   | 1,000                   |            |                       | \$65.00    | \$80.90     | \$65.00    | \$65.00                             | \$65.00    |
| 10      | Cost for each 1.5 mm Increase in Thickness of 18 in. Liner                                    | LF   | 2,000                   |            |                       | \$1.00     | \$3.30      | \$4.00     | \$4.00                              | \$4.00     |
| 11      | 21 in. x 7.5 mm CIPP                                                                          | LF   | 250                     |            |                       | \$85.00    | \$104.00    | \$94.00    | \$94.00                             | \$95.00    |
| 12      | Cost for each 1.5 mm Increase in Thickness of 21 in. Liner                                    | LF   | 500                     |            |                       | \$3.50     | \$4.50      | \$5.50     | \$5.50                              | \$6.00     |
| 13      | 24 in. x 7.5 mm CIPP                                                                          | LF   | 500                     |            |                       | \$85.00    | \$110.00    | \$113.00   | \$90.00                             | \$95.00    |
| 14      | Cost for each 1.5 mm Increase in Thickness of 24 in. Liner                                    | LF   | 1,500                   |            |                       | \$4.00     | \$4.00      | \$5.50     | \$7.00                              | \$6.00     |
| 15      | 30 in. x 9 mm CIPP                                                                            | LF   | 500                     |            |                       | \$155.00   | \$189.00    | \$137.25   | \$110.00                            | \$100.00   |
| 16      | Cost for each 1.5 mm Increase in Thickness of 30 in. Liner                                    | LF   | 1,500                   |            |                       | \$4.50     | \$5.50      | \$6.50     | \$8.50                              | \$7.00     |
| 17      | 36 in. x 10.5 mm CIPP                                                                         | LF   | 500                     |            |                       | \$185.00   | \$243.00    | \$160.00   | \$130.00                            | \$141.00   |
| 18      | Cost for each 1.5 mm Increase in Thickness of 36 in. Liner                                    | LF   | 1,500                   |            |                       | \$2.50     | \$7.20      | \$8.50     | \$10.00                             | \$9.00     |
| 19      | 42 in. x 10.5 mm CIPP                                                                         | LF   | 400                     |            |                       | \$205.00   | \$280.00    | \$250.00   | \$190.00                            | \$187.00   |
| 20      | Cost for each 1.5 mm Increase in Thickness of 42 in. Liner                                    | LF   | 1,200                   |            |                       | \$7.00     | \$7.00      | \$8.50     | \$11.50                             | \$11.00    |
| 21      | 48 in. x 12 mm CIPP                                                                           | LF   | 400                     |            |                       | \$255.00   | \$350.00    | \$300.00   | \$195.00                            | \$207.00   |
| 22      | Cost for each 1.5 mm Increase in Thickness of 48 in. Liner                                    | LF   | 1,200                   |            |                       | \$12.00    | \$8.50      | \$10.00    | \$13.00                             | \$14.00    |
| 23      | 54 in. x 12 mm CIPP                                                                           | LF   | 300                     |            |                       | \$320.00   | \$419.00    | \$400.00   | \$230.00                            | \$345.00   |
| 24      | Cost for each 1.5 mm Increase in Thickness of 54 in. Liner                                    | LF   | 900                     |            |                       | \$15.00    | \$10.50     | \$12.50    | \$14.50                             | \$17.00    |
| 25      | 60 in. x 12 mm CIPP                                                                           | LF   | 300                     |            |                       | \$350.00   | \$499.00    | \$475.00   | \$310.00                            | \$377.00   |
| 26      | Cost for each 1.5 mm Increase in Thickness of 60 in. Liner                                    | LF   | 900                     |            |                       | \$24.00    | \$11.00     | \$15.00    | \$18.00                             | \$19.00    |
| 27      | 72 in. x 12 mm CIPP                                                                           | LF   | 300                     |            |                       | \$500.00   | \$735.00    | \$592.00   | \$500.00                            | \$473.00   |
| 28      | Cost for each 1.5 mm Increase in Thickness of 72 in. Liner                                    | LF   | 1,200                   |            |                       | \$30.00    | \$14.30     | \$17.50    | \$18.00                             | \$25.00    |
| 29      | 84 in. x 12 mm CIPP                                                                           | LF   | 200                     |            |                       | \$600.00   | \$1,044.70  | \$1,100.00 | \$770.00                            | \$695.00   |
| 30      | Cost for each 1.5 mm Increase in Thickness of 84 in. Liner                                    | LF   | 800                     |            |                       | \$40.00    | \$16.70     | \$20.00    | \$20.30                             | \$35.00    |
| Group 2 | Fold and Form Liner - PVC                                                                     |      |                         |            |                       |            |             |            |                                     |            |
| 31      | 8" Fold and Form PVC Liner                                                                    | LF   | 8,000                   |            |                       |            |             | \$13.00    |                                     |            |
| 32      | 10" Fold and Form PVC Liner                                                                   | LF   | 2,500                   |            |                       |            |             | \$27.50    |                                     |            |
| 33      | 12" Fold and Form PVC Liner                                                                   | LF   | 2,500                   |            |                       |            |             | \$33.00    |                                     |            |
| Group 3 | Cured-In-Place Pipe (CIPP) Service Lateral Lining                                             |      |                         |            |                       |            |             |            |                                     |            |
| 34      | Initial Service Lateral CCTV Inspection (4'-6") From Main, Up To 30 LF                        | EA   | 250                     | \$250.00   | \$180.00              | \$250.00   |             | \$179.00   |                                     | \$190.00   |
| 35      | Initial Service Lateral CCTV Inspection (4'-6") From Main, Per LF, Beyond Initial 30 Ft.      | LF   | 3,750                   | \$0.25     | \$0.01                | \$0.25     |             | \$-        |                                     | \$1.30     |
| 36      | Initial Service Lateral CCTV Inspection (4'-6") From Clean Out, Up To 30 LF                   | EA   | 250                     | \$125.00   | \$160.00              | \$150.00   |             | \$176.00   |                                     | \$200.00   |
| 37      | Initial Service Lateral CCTV Inspection (4'-6") From Clean Out, Per LF, Beyond Initial 30 Ft. | LF   | 3,750                   | \$0.25     | \$0.01                | \$0.50     |             | \$1.01     |                                     | \$1.30     |
| 38      | CIPP Lateral Liner, 4' - 6" Dia. Up To 30 LF, with Main/Lateral Connection System             | EA   | 250                     | \$2,950.00 | \$3,350.00            | \$2,800.00 |             | \$3,299.00 |                                     | \$2,800.00 |
| 39      | CIPP Lateral Liner, 4' - 6" Dia. Per LF Beyond Initial 30 Ft.                                 | LF   | 3,750                   | \$10.00    | \$25.00               | \$25.00    |             | \$27.50    |                                     | \$20.00    |
| 40      | Clean-Out Installation in Grass Area (Up to 5 ft. in depth)                                   | EA   | 100                     | \$750.00   | \$950.00              | \$700.00   |             | \$1,049.00 |                                     | \$850.00   |
| 41      | Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)                                 | EA   | 10                      | \$800.00   | \$1,050.00            | \$1,099.00 |             | \$1,155.00 |                                     | \$1,200.00 |
| 42      | Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)                                | EA   | 100                     | \$900.00   | \$1,150.00            | \$1,200.00 |             | \$1,265.00 |                                     | \$1,400.00 |
| 43      | Clean-Out Installation (Beyond 5 ft. in depth)                                                | VF   | 150                     | \$50.00    | \$200.00              | \$150.00   |             | \$220.00   |                                     | \$200.00   |
| Group 4 | Joint Sealing with Chemical Grout                                                             |      |                         |            |                       |            |             |            |                                     |            |
| 44      | Test Joint - 8" Dia.                                                                          | EA   | 3,000                   |            |                       | \$15.00    |             | \$27.50    |                                     | \$25.00    |
| 45      | Test Joint - 10" Dia.                                                                         | EA   | 1,000                   |            |                       | \$15.00    |             | \$27.50    |                                     | \$25.00    |
| 46      | Test Joint - 12" Dia.                                                                         | EA   | 1,000                   |            |                       | \$18.00    |             | \$27.50    |                                     | \$25.00    |
| 47      | Grout Seal Failed Joints - 8" Dia                                                             | EA   | 2,000                   |            |                       | \$45.00    |             | \$27.50    |                                     | \$25.00    |
| 48      | Grout Seal Failed Joints - 10" Dia                                                            | EA   | 750                     |            |                       | \$95.00    |             | \$27.50    |                                     | \$25.00    |
| 49      | Grout Seal Failed Joints - 12" Dia                                                            | EA   | 750                     |            |                       | \$95.00    |             | \$27.50    |                                     | \$25.00    |
| 50      | Seal Service Lateral Connections                                                              | EA   | 250                     |            |                       | \$250.00   |             | \$300.00   |                                     | \$275.00   |
| Group 5 | Common Work Tasks                                                                             |      |                         |            |                       |            |             |            |                                     |            |
| 51      | Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order                              | EA   | 5                       | \$1,000.00 | \$2,000.00            | \$2,500.00 | \$1,155.00  | \$5,500.00 | \$1,199.00                          | \$6,200.00 |
| 52      | Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order                                | EA   | 10                      | \$1.00     | \$1,000.00            | \$1,500.00 | \$1,200.00  | \$5,000.00 | \$5,100.00                          | \$5,000.00 |
| 53      | Maintenance of Traffic, FDOT                                                                  | DAY  | 5                       | \$500.00   | \$350.00              | \$1,000.00 | \$1,894.00  | \$1,650.00 | \$1,000.00                          | \$1,500.00 |
| 54      | Maintenance of Traffic, City/County Arterial/Collector                                        | DAY  | 15                      | \$500.00   | \$250.00              | \$1,000.00 | \$1,800.00  | \$1,100.00 | \$200.00                            | \$1,200.00 |
| 55      | Maintenance of Traffic, City/County Minor/Residential                                         | DAY  | 15                      | \$500.00   | \$125.00              | \$150.00   | \$315.00    | \$1,100.00 | \$200.00                            | \$900.00   |
| 56      | Work in Rear Easements and/or Away From Travelways                                            | EA   | 10                      | \$1,000.00 | \$350.00              | \$200.00   | \$600.00    | \$1,500.00 | \$1,200.00                          | \$1,000.00 |
| 57      | Specialty Cleaning, 8" Dia. (Groups 1, and 2)                                                 | LF   | 500                     |            |                       | \$25.00    | \$7.50      | \$16.50    | \$40.00                             | \$15.00    |
| 58      | Specialty Cleaning, 10"-18" Dia. (Groups 1, and 2)                                            | LF   | 500                     |            |                       | \$28.00    | \$10.50     | \$16.50    | \$40.00                             | \$15.00    |
| 59      | Specialty Cleaning, 24"-36" Dia. (Group 1 Only)                                               | LF   | 300                     |            |                       | \$35.00    | \$28.30     | \$22.00    | \$50.00                             | \$20.00    |
| 60      | Specialty Cleaning, 42"-54" Dia. (Group 1 Only)                                               | LF   | 300                     |            |                       | \$45.00    | \$36.80     | \$33.00    | \$50.00                             | \$30.00    |
| 61      | Specialty Cleaning, 60"-84" Dia. (Group 1 Only)                                               | LF   | 200                     |            |                       | \$42.00    | \$32.50     | \$24.50    | \$50.00                             | \$45.00    |
| 62      | Hammer Tap Removal                                                                            | EA   | 10                      | \$500.00   |                       | \$350.00   | \$370.00    | \$330.00   | \$200.00                            | \$350.00   |
| 63      | Lateral Reinstatement and Grouting (Groups 1, and 2)                                          | EA   | 500                     |            |                       | \$380.00   | \$450.00    | \$400.00   | \$500.00                            | \$500.00   |
| 64      | Warranty Cleaning and CCTV Inspection                                                         | LF   | 5000                    | \$1.00     | \$1.50                | \$3.50     | \$2.00      | \$6.00     | \$4.50                              | \$7.00     |



**AUTHORIZATION OF AGENT  
AND ATTORNEY-IN-FACT FOR BLD  
SERVICES, L.L.C., BY SHIRLEY JARRELL WAGNER**

I, Shirley Jarrell Wagner, the duly elected and acting Secretary/Treasurer and Manager of BLD Services, L.L.C., a Louisiana limited liability company, pursuant to the authority granted to me by resolutions unanimously adopted by the Members and Managers of BLD Services, L.L.C., in a Unanimous Written Consent of the Members and Managers of BLD Services, L.L.C., dated June 15, 2018, which resolutions are in full force and effect as of the date hereof, do hereby take the following action:

I hereby authorize, empower and appoint Jacob Trapani, Vice President and Manager, to serve as authorized Agent and Attorney-in-Fact of BLD Services, L.L.C., to act on behalf of BLD Services, L.L.C., in connection with any and all negotiations, bids, concerns and transactions, including but not limited to the execution of any and all bids, papers, documents, affidavits, bonds, sureties, contracts and acts, and to receive and receipt thereof all purchase orders and notices issued pursuant to the provisions of any such bids or contracts; and further to take any and all actions necessary to carry to the purposes and intents of this action; and that the Members and Managers of BLD Services, L.L.C., therefore do therefore ratify, confirm and approve and accept each and every act performed by Jacob Trapani, Vice President and Manager, as said Agent and Attorney-in-Fact of BLD Services, L.L.C., in furtherance of this appointment.

September 14, 2018

DATE

A handwritten signature in blue ink, reading 'Shirley Jarrell Wagner', written over a horizontal line.

SHIRLEY JARRELL WAGNER  
SECRETARY/TREASURER AND MANAGER





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WAGNER, DANIEL PROSPER**

BLD SERVICES LLC  
2424 TYLER STREET  
KENNER LA 70062

**LICENSE NUMBER: CUC057224**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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

**Issue Considered:** Rowland 41st & Belle Vista Stormwater Improvements

**Date:** January 12, 2021

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

**Through:** Alex Rey, City Manager

**Summary of Issue:** The City requested a cost estimate from Rowland, Inc. to perform the stormwater improvements at the intersection of 41st Avenue and Belle Vista Drive under the existing Service Agreement. This area was identified as one of eleven locations throughout the City that experiences poor drainage and nuisance flooding. Scope of work at this location includes replacing stormwater inlets and piping and regrading the roadway surface to eliminate standing water and ponding issues. Rowland is prepared to begin ordering materials and mobilizing upon issuance of a Notice to Proceed. Rowland will also be installing a tidal check valve to prevent tidal flooding in the roadway during high tide events. This approval includes a 10% contingency in addition to the estimated \$269,054.00 construction cost.

**Funding:** Stormwater - Capital Improvements (103-6108-537-5650)

**Requested Motion:** I move to approve the cost estimate from Rowland, Inc., under the existing On-Call Civil & Large Pipeline Contractor Services Agreement, for 41st Avenue & Belle Vista stormwater improvements in the amount of \$295,959.40.

**Attachments:** 1. Cost Estimate from Rowland Inc.

**Rowland, Incorporated**

Belle Vista Dr. & 41st Ave. - Install Storm Drain

**COST ESTIMATE**

| Item                  | Description                          | Quant. | u/m     | Unit cost           | Total     |
|-----------------------|--------------------------------------|--------|---------|---------------------|-----------|
| <b>LABOR</b>          |                                      |        |         |                     |           |
| 1                     | Foreman                              | 320.00 | Hour    | 68.00               | 21,760.00 |
| 1a                    | Foreman - overtime                   | 40.00  | Hour    | 102.00              | 4,080.00  |
| 2                     | Operator                             | 640.00 | Hour    | 51.00               | 32,640.00 |
| 2a                    | Operator - overtime                  | 0.00   | Hour    | 76.50               | 0.00      |
| 3                     | Truck Driver                         | 60.00  | Hour    | 30.00               | 1,800.00  |
| 3a                    | Truck Driver - overtime              | 0.00   | Hour    | 45.00               | 0.00      |
| 4                     | Pipe-Layer - for pipes ≤ 48" Dia.    | 640.00 | Hour    | 46.00               | 29,440.00 |
| 4a                    | Pipe-Layer - overtime                | 40.00  | Hour    | 69.00               | 2,760.00  |
| 5                     | Laborer                              | 640.00 | Hour    | 42.00               | 26,880.00 |
| 5a                    | Laborer - overtime                   | 0.00   | Hour    | 63.00               | 0.00      |
| <b>EQUIPMENT</b>      |                                      |        |         |                     |           |
| 6                     | Foreman's P/U w/ Hand Tools          | 360.00 | Hour    | 30.00               | 10,800.00 |
| 7                     | Job Truck w/Tools                    | 376.00 | Hour    | 35.00               | 13,160.00 |
| 8                     | Crane (20 Ton)                       | 0.00   | Hour    | 75.00               | 0.00      |
| 9                     | Crane (60 Ton)                       | 0.00   | Hour    | 110.00              | 0.00      |
| 10                    | Tractor & Trailer (Transport)        | 16.00  | Hour    | 20.00               | 320.00    |
| 11                    | Track Hoe (to 100 HP)                | 320.00 | Hour    | 90.00               | 28,800.00 |
| 12                    | Track Hoe (101 HP to 170 HP)         | 0.00   | Hour    | 100.00              | 0.00      |
| 13                    | Rubber Tired Backhoe                 | 0.00   | Hour    | 40.00               | 0.00      |
| 14                    | Wheel Loader (to 150 HP)             | 320.00 | Hour    | 65.00               | 20,800.00 |
| 15                    | Wheel Loader (151 HP and up)         | 0.00   | Hour    | 68.00               | 0.00      |
| 16                    | Track-Type Tractors (to 100 HP)      | 0.00   | Hour    | 15.00               | 0.00      |
| 17                    | Track-Type Tractors (101 HP up)      | 0.00   | Hour    | 20.00               | 0.00      |
| 18                    | Dump Truck (Tandem Axel)             | 28.00  | Hour    | 60.00               | 1,680.00  |
| 19                    | Plate Tamp                           | 24.00  | Hour    | 5.00                | 120.00    |
| 20                    | 3" Trash Pump                        | 40.00  | Hour    | 5.00                | 200.00    |
| 21                    | 4" Double Diaphragm Pump             | 40.00  | Hour    | 10.00               | 400.00    |
| 22                    | Air Compressor (125 C.F.M. Min.)     | 0.00   | Hour    | 10.00               | 0.00      |
| 23                    | Well Point Pump                      | 5.00   | Day     | 80.00               | 400.00    |
| 24                    | 4" Jet Pump                          | 0.00   | Day     | 50.00               | 0.00      |
| <b>MATERIAL</b>       |                                      |        |         |                     |           |
| 25                    | 2500psi Concrete (Un-formed)         | 0.00   | Cu.     | 100.00              | 0.00      |
| 26                    | Offsite Select Fill                  | 0.00   | Cu.     | 3.00                | 0.00      |
| 27                    | Limerock Base Material               | 0.00   | Ton     | 6.00                | 0.00      |
| 28                    | #57 Washed Stone                     | 18.00  | Ton     | 23.00               | 414.00    |
| 29                    | Asphalt Paving (1½" Thick, Type S-3) | 0.00   | Sq. Yd. | 3.50                | 0.00      |
| 30                    | Bahia Sod                            | 0.00   | Sq. Yd. | 5.50                | 0.00      |
| <b>SUB-CONTRACTOR</b> |                                      |        |         |                     |           |
| 31                    | Welder w/ Truck                      | 0.00   | Hr      | 55.00               | 0.00      |
| 32                    | Tractor with 7' Bush Hog             | 0.00   | Hr      | 15.00               | 0.00      |
|                       | Miscellaneous Materials              | 1      | ls      | 72,600.00           | 72,600.00 |
| <b>Total =</b>        |                                      |        |         | <b>\$269,054.00</b> |           |



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

**Issue Considered:** Rowland Tidal Check Valve Installations

**Date:** January 12, 2021

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

**Through:** Alex Rey, City Manager

**Summary of Issue:** The City requested a cost estimate from Rowland, Inc., utilizing the existing unit price, time and material contract, to install tidal check valves at two locations along the Pinellas Bayway and one location in the Belle Vista neighborhood. These valves will help to eliminate tidal flooding from extreme high tides. These tides cause roadways to be inundated with tidal water and neighborhood flooding. The valves will be installed on the outfalls at the intersections of the Pinellas Bayway and Granada Street, the Pinellas Bayway and Barcelona Street, and 44th Avenue & Moody Street.

**Funding:** Stormwater - Capital Improvements (103-6108-537-5655)

**Requested Motion:** I move to approve the cost estimate from Rowland, Inc., under the existing On-Call Civil & Large Pipeline Contractor Services Agreement, for the purchase and installation of tidal check valves at two outfalls on the Pinellas Bayway and one outfall in the Belle Vista neighborhood, in the amount of \$59,256.00.

**Attachments:** 1. Estimate from Rowland Inc.

**Rowland, Incorporated**  
**Bayway & Moody - WAPRO Valve Install (3ea)**

**COST ESTIMATE**

| Item                    | Description                          | Quant. | u/m     | Unit cost      | Total              |
|-------------------------|--------------------------------------|--------|---------|----------------|--------------------|
| <b>LABOR</b>            |                                      |        |         |                |                    |
| 1                       | Foreman                              | 32.00  | Hour    | 68.00          | 2,176.00           |
| 1a                      | Foreman - overtime                   | 4.00   | Hour    | 102.00         | 408.00             |
| 2                       | Operator                             | 64.00  | Hour    | 51.00          | 3,264.00           |
| 2a                      | Operator - overtime                  | 0.00   | Hour    | 76.50          | 0.00               |
| 3                       | Truck Driver                         | 32.00  | Hour    | 30.00          | 960.00             |
| 3a                      | Truck Driver - overtime              | 0.00   | Hour    | 45.00          | 0.00               |
| 4                       | Pipe-Layer - for pipes ≤ 48" Dia.    | 64.00  | Hour    | 46.00          | 2,944.00           |
| 4a                      | Pipe-Layer - overtime                | 4.00   | Hour    | 69.00          | 276.00             |
| 5                       | Laborer                              | 64.00  | Hour    | 42.00          | 2,688.00           |
| 5a                      | Laborer - overtime                   | 0.00   | Hour    | 63.00          | 0.00               |
| <b>EQUIPMENT</b>        |                                      |        |         |                |                    |
| 6                       | Foreman's P/U w/ Hand Tools          | 32.00  | Hour    | 30.00          | 960.00             |
| 7                       | Job Truck w/Tools                    | 48.00  | Hour    | 35.00          | 1,680.00           |
| 8                       | Crane (20 Ton)                       | 0.00   | Hour    | 75.00          | 0.00               |
| 9                       | Crane (60 Ton)                       | 0.00   | Hour    | 110.00         | 0.00               |
| 10                      | Tractor & Trailer (Transport)        | 8.00   | Hour    | 20.00          | 160.00             |
| 11                      | Track Hoe (to 100 HP)                | 32.00  | Hour    | 90.00          | 2,880.00           |
| 12                      | Track Hoe (101 HP to 170 HP)         | 0.00   | Hour    | 100.00         | 0.00               |
| 13                      | Rubber Tired Backhoe                 | 0.00   | Hour    | 40.00          | 0.00               |
| 14                      | Wheel Loader (to 150 HP)             | 32.00  | Hour    | 65.00          | 2,080.00           |
| 15                      | Wheel Loader (151 HP and up)         | 0.00   | Hour    | 68.00          | 0.00               |
| 16                      | Track-Type Tractors (to 100 HP)      | 0.00   | Hour    | 15.00          | 0.00               |
| 17                      | Track-Type Tractors (101 HP up)      | 0.00   | Hour    | 20.00          | 0.00               |
| 18                      | Dump Truck (Tandem Axel)             | 0.00   | Hour    | 60.00          | 0.00               |
| 19                      | Plate Tamp                           | 0.00   | Hour    | 5.00           | 0.00               |
| 20                      | 3" Trash Pump                        | 24.00  | Hour    | 5.00           | 120.00             |
| 21                      | 4" Double Diaphragm Pump             | 0.00   | Hour    | 10.00          | 0.00               |
| 22                      | Air Compressor (125 C.F.M. Min.)     | 16.00  | Hour    | 10.00          | 160.00             |
| 23                      | Well Point Pump                      | 0.00   | Day     | 80.00          | 0.00               |
| 24                      | 4" Jet Pump                          | 0.00   | Day     | 50.00          | 0.00               |
| <b>MATERIAL</b>         |                                      |        |         |                |                    |
| 25                      | 2500psi Concrete (Un-formed)         | 0.00   | Cu.     | 100.00         | 0.00               |
| 26                      | Offsite Select Fill                  | 0.00   | Cu.     | 3.00           | 0.00               |
| 27                      | Limerock Base Material               | 0.00   | Ton     | 6.00           | 0.00               |
| 28                      | #57 Washed Stone                     | 0.00   | Ton     | 23.00          | 0.00               |
| 29                      | Asphalt Paving (1½" Thick, Type S-3) | 0.00   | Sq. Yd. | 3.50           | 0.00               |
| 30                      | Bahia Sod                            | 0.00   | Sq. Yd. | 5.50           | 0.00               |
| <b>SUB-CONTRACTOR</b>   |                                      |        |         |                |                    |
| 31                      | Welder w/ Truck                      | 0.00   | Hr      | 55.00          | 0.00               |
| 32                      | Tractor with 7' Bush Hog             | 0.00   | Hr      | 15.00          | 0.00               |
| Miscellaneous Materials |                                      | 1      | ls      | 38,500.00      | 38,500.00          |
|                         |                                      |        |         | <b>Total =</b> | <b>\$59,256.00</b> |



# Estimate

Estimate# EST-2934

Bill To  
**Rowland Inc.**  
6855 102nd Ave North  
Pinellas Park 33782, FL  
USA

Estimate Date : September 22, 2020

Expiry Date : November 14, 2020

Reference# : 44th Street Outfall

Sales person : Richard Neal

Ship To  
7581 Boca Ciega Drive  
City of St Pete Beach 33706 FL

Subject :

St Pete Beach 16 & 24" Wastops with Manatee Guard

Accepted By

Accepted Date

| # | Model                                                               | Qty | Rate      | Tax % | Amount    |
|---|---------------------------------------------------------------------|-----|-----------|-------|-----------|
| 1 | WS390-S3-316<br>WaStop NPS 16" S Ser. Std SS316 With manatee guard. | 1   | 5,890.00  | 7.00  | 5,890.00  |
| 2 | WS590-S3-316<br>WaStop NPS 24" S Ser. Std SS316 With manatee guard  | 2   | 10,068.00 | 7.00  | 20,136.00 |

|                  |                   |                    |
|------------------|-------------------|--------------------|
| Items in Total 3 | Sub Total         | 26,026.00          |
|                  | FL Sales Tax (7%) | 1,821.82           |
|                  | Shipping charge   | 300.00             |
|                  | Rounding          | 0.18               |
|                  | <b>Total</b>      | <b>\$28,148.00</b> |

## Notes

Thanks for your enquiry. Looking forward to working with you.

Send check payment to  
Wapro Inc  
Suite 1950  
150 N. Michigan Ave.  
Chicago, IL 60601

Wire Payment Information  
JP Morgan Chase Bank  
Routing Number: 071000013  
Account Number: 974331928

Wapro Inc Tel: (888) 927-8677  
Suite 1950 sales@wapro.com  
150 N. Michigan Ave wapro.com  
Chicago, IL 60601

## Terms & Conditions

Actual shipping and packing will be prepaid and added to your invoice. Please see the estimated shipping provided.

Allow 30 days for delivery.

Please include applicable sales tax or provide your tax exempt certificate number with your purchase order.

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

**Issue Considered:** Rowland Mangrove Point & Belle Vista Stormwater Improvements

**Date:** January 12, 2021

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

**Through:** Alex Rey, City Manager

**Summary of Issue:** The City requested a cost estimate from Rowland, Inc. to perform the stormwater improvements at the intersection of Mangrove Point and Belle Vista Drive under the existing Service Agreement. This area was identified as one of eleven locations throughout the City that experiences poor drainage and nuisance flooding. Scope of work at this location includes replacing stormwater inlets and piping and regrading the roadway surface to eliminate standing water and ponding issues. Rowland is prepared to begin ordering materials and mobilizing upon issuance of a Notice to Proceed. Rowland will also be installing a tidal check valve to prevent tidal flooding in the roadway during high tide events. This approval includes a 10% contingency in addition to the estimated \$320,744.00 construction cost.

**Funding:** Stormwater - Capital Improvements (103-6108-537-5650)

**Requested Motion:** I move to approve the cost estimate from Rowland, Inc., under the existing On-Call Civil & Large Pipeline Contractor Services Agreement, for Mangrove Point & Belle Vista stormwater improvements in the amount of \$352,818.40.

**Attachments:** 1. Cost Estimate from Rowland Inc.

**Rowland, Incorporated**  
Belle Vista Dr. & Mangrove Pt. - Install Storm Drain

COST ESTIMATE

| Item                    | Description                          | Quant. | u/m     | Unit cost      | Total               |
|-------------------------|--------------------------------------|--------|---------|----------------|---------------------|
| <b>LABOR</b>            |                                      |        |         |                |                     |
| 1                       | Foreman                              | 520.00 | Hour    | 68.00          | 35,360.00           |
| 1a                      | Foreman - overtime                   | 65.00  | Hour    | 102.00         | 6,630.00            |
| 2                       | Operator                             | 320.00 | Hour    | 51.00          | 16,320.00           |
| 2a                      | Operator - overtime                  | 0.00   | Hour    | 76.50          | 0.00                |
| 3                       | Truck Driver                         | 40.00  | Hour    | 30.00          | 1,200.00            |
| 3a                      | Truck Driver - overtime              | 0.00   | Hour    | 45.00          | 0.00                |
| 4                       | Pipe-Layer - for pipes ≤ 48" Dia.    | 320.00 | Hour    | 46.00          | 14,720.00           |
| 4a                      | Pipe-Layer - overtime                | 20.00  | Hour    | 69.00          | 1,380.00            |
| 5                       | Laborer                              | 320.00 | Hour    | 42.00          | 13,440.00           |
| 5a                      | Laborer - overtime                   | 0.00   | Hour    | 63.00          | 0.00                |
| <b>EQUIPMENT</b>        |                                      |        |         |                |                     |
| 6                       | Foreman's P/U w/ Hand Tools          | 180.00 | Hour    | 30.00          | 5,400.00            |
| 7                       | Job Truck w/Tools                    | 196.00 | Hour    | 35.00          | 6,860.00            |
| 8                       | Crane (20 Ton)                       | 0.00   | Hour    | 75.00          | 0.00                |
| 9                       | Crane (60 Ton)                       | 0.00   | Hour    | 110.00         | 0.00                |
| 10                      | Tractor & Trailer (Transport)        | 8.00   | Hour    | 20.00          | 160.00              |
| 11                      | Track Hoe (to 100 HP)                | 160.00 | Hour    | 90.00          | 14,400.00           |
| 12                      | Track Hoe (101 HP to 170 HP)         | 0.00   | Hour    | 100.00         | 0.00                |
| 13                      | Rubber Tired Backhoe                 | 0.00   | Hour    | 40.00          | 0.00                |
| 14                      | Wheel Loader (to 150 HP)             | 160.00 | Hour    | 65.00          | 10,400.00           |
| 15                      | Wheel Loader (151 HP and up)         | 0.00   | Hour    | 68.00          | 0.00                |
| 16                      | Track-Type Tractors (to 100 HP)      | 0.00   | Hour    | 15.00          | 0.00                |
| 17                      | Track-Type Tractors (101 HP up)      | 0.00   | Hour    | 20.00          | 0.00                |
| 18                      | Dump Truck (Tandem Axel)             | 40.00  | Hour    | 60.00          | 2,400.00            |
| 19                      | Plate Tamp                           | 16.00  | Hour    | 5.00           | 80.00               |
| 20                      | 3" Trash Pump                        | 16.00  | Hour    | 5.00           | 80.00               |
| 21                      | 4" Double Diaphram Pump              | 40.00  | Hour    | 10.00          | 400.00              |
| 22                      | Air Compressor (125 C.F.M. Min.)     | 40.00  | Hour    | 10.00          | 400.00              |
| 23                      | Well Point Pump                      | 5.00   | Day     | 80.00          | 400.00              |
| 24                      | 4" Jet Pump                          | 0.00   | Day     | 50.00          | 0.00                |
| <b>MATERIAL</b>         |                                      |        |         |                |                     |
| 25                      | 2500psi Concrete (Un-formed)         | 0.00   | Cu.     | 100.00         | 0.00                |
| 26                      | Offsite Select Fill                  | 0.00   | Cu.     | 3.00           | 0.00                |
| 27                      | Limerock Base Material               | 0.00   | Ton     | 6.00           | 0.00                |
| 28                      | #57 Washed Stone                     | 18.00  | Ton     | 23.00          | 414.00              |
| 29                      | Asphalt Paving (1½" Thick, Type S-3) | 0.00   | Sq. Yd. | 3.50           | 0.00                |
| 30                      | Bahia Sod                            | 0.00   | Sq. Yd. | 5.50           | 0.00                |
| <b>SUB-CONTRACTOR</b>   |                                      |        |         |                |                     |
| 31                      | Welder w/ Truck                      | 0.00   | Hr      | 55.00          | 0.00                |
| 32                      | Tractor with 7' Bush Hog             | 0.00   | Hr      | 15.00          | 0.00                |
| Miscellaneous Materials |                                      | 1      | ls      | 190,300.00     | 190,300.00          |
|                         |                                      |        |         | <b>Total =</b> | <b>\$320,744.00</b> |



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

**Issue Considered:** Royal Restroom Temporary Restroom Invoice

**Date:** January 12, 2021

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

**Through:** Alex Rey, City Manager

**Summary of Issue:** The City selected Royal Restrooms of North Florida to supply temporary restroom facilities for the City's residents and visitors to use while the public restroom renovations were underway. The initial estimated cost for temporary restroom facilities was \$14,550. As the renovation work proceeded through the heat of the summer our experience with the public use of the facilities lead us to improve the service with air conditioned units with running water and hand wash stations and increase the number of units to meet public use demands. An unforeseen project delay at Hurley park caused those units to be in use for approximately six weeks of additional requirement. The weekly rental, stocking fees and pumping fees all combined to increase our cost outlay by \$25,441.74 for a total of \$39,991.74.

**Funding:** CIP - Public Restrooms (301-8000-590-0026)

**Requested Motion:** I move to retroactively approve the invoices from Royal Restrooms, Inc. for temporary restroom facilities in support of the Public Restroom Renovations at Hurley Park, Upham Beach, and Paradise Grille, in the amount of \$39,991.74.

**Attachments:** 1. Combined Restroom Invoices



**REVISED  
INVOICE #7738  
July 12, 2020**

TO: City of St. Pete Beach  
c/o Brett Warner  
727-363-9254  
Email: [bwerner@stpetebeach.org](mailto:bwerner@stpetebeach.org)

cc: [nkammerer@stpetebeach.org](mailto:nkammerer@stpetebeach.org)  
cc: [abutterfield@stpetebeach.org](mailto:abutterfield@stpetebeach.org)

RE: Royal Restrooms – July 13, 2020 St. Pete Beach – P.O. #

Rental for July 13, 2020 through October 11, 2020 (Approx. 3 mo.) delivered to Upham Beach, 6850 Beach Plaza, St. Pete Beach, Florida 33706 and Hurley Park, 1600 Gulf Way, St. Pete Beach, Florida 33706. Rental shall be billed every 4 weeks until end of rental period. **(Contact: Brett 727-363-9254)**

**4 WEEK RENTAL AMOUNT:.....\$6,700.00**

- Two ADA + 4 private restrooms trailer (\$3,350.00/ea. trailer/4 wks.)
- One time delivery, set-up, initial supplies and pick-up fee..... **1,200.00**  
**(\$600.00 each trailer)**
- Tax Exempt

**1<sup>ST</sup> 4 WEEKS TOTAL RENTAL AMOUNT.....\$7,900.00  
(6/13/20 through 8/9/20)**

**WASTE DISPOSAL CHARGES TO BE BILLED SEPARATELY:**

- Pump-out during the week .....\$ **450.00/both trailers**  
**(Pump outs are \$225/ea.visit/ea. trailer) (per pump out)**
- Pump-out during the weekend, holidays and emergencies.....\$ **650.00/both trailers**  
**(Pump outs are \$325/ea.visit/ea. trailer) (per pump out)**
  - Customer shall be responsible for power, water replenishing supplies, cleaning and monitoring unit on a daily basis during the entire rental period. Supplier shall furnish power cords and water hoses.
  - Customer shall be responsible for calling Supplier for any repairs needed during the rental period. If determined such repairs are due to the negligence of the customer and/or their patrons, then in that event Customer hereby agrees to pay a \$75.00/hour service call (3 hour minimum) and for all parts needed to make repairs. Customer shall be responsible for the cost of repairing any damages to the unit during the rental period.

PLEASE REMIT PAYMENT TO:

**Royal Restrooms of North Florida  
P.O. Box 49  
Micanopy, Florida 32667**

THANK YOU.

CUSTOMER:

**CITY OF ST. PETE BEACH**

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

DATED:\_\_\_\_\_

**P.O. Box 49 > Micanopy, Florida 32667 > Phone (352) 871-7754 > (352) 870-9633 >  
Fax (352) 466-1258**



**INVOICE #7738-4 (Port-A-Potties)**  
**November 19, 2020**

TO: City of St. Pete Beach  
c/o Brett Warner  
727-363-9254  
Email: [bwerner@stpetebeach.org](mailto:bwerner@stpetebeach.org)

cc: [nkammerer@stpetebeach.org](mailto:nkammerer@stpetebeach.org)  
cc: [abutterfield@stpetebeach.org](mailto:abutterfield@stpetebeach.org)

RE: Royal Restrooms – July 13, 2020 St. Pete Beach – P.O. #20-01098

Rental for October 21, 2020 through November 12, 2020 delivered to Hurley Park, 1600 Gulf Way, St. Pete Beach, Florida 33706. Rental shall be billed every 4 weeks until end of rental period. **(Contact: Brett 727-363-9254)**

**6 WEEKS UNITS AND RENTAL AMOUNT (s):**

- 2 Plastic Handicap Port-a-Potties (\$73.75/ea.wk.= \$147.50 x 6).....\$ **885.00**
  - One Hand Washing Station (\$43.75/wk. x 6)..... **262.50**
  - 6 Regular Port-a-Potties (\$43.75/ea.wk.= \$262.40 x 6)..... **1,575.00**
- (Rental amounts include servicing 3 times a week)**
- Tax Exempt

**6 WEEKS TOTAL RENTAL AMOUNT.....\$2,722.50**  
**(10/20/20 through 11/12/20)**

- Customer shall be responsible for power, water replenishing supplies, cleaning and monitoring unit on a daily basis during the entire rental period. Supplier shall furnish power cords and water hoses.
- Customer shall be responsible for calling Supplier for any repairs needed during the rental period. If determined such repairs are due to the negligence of the customer and/or their patrons, then in that event Customer hereby agrees to pay a \$75.00/hour service call (3 hour minimum) and for all parts needed to make repairs. Customer shall be responsible for the cost of repairing any damages to the unit during the rental period.

PLEASE REMIT PAYMENT TO:

CUSTOMER:

**Royal Restrooms of North Florida**  
**P.O. Box 49**  
**Micanopy, Florida 32667**

***CITY OF ST. PETE BEACH***

---

**P.O. Box 49 > Micanopy, Florida 32667 > Phone (352) 871-7754 > (352) 870-9633>**  
**Fax (352) 466-1258**



**REVISED  
INVOICE #7738-2  
October 21, 2020**

TO: City of St. Pete Beach  
c/o Brett warner  
727-363-9254  
Email: [bwerner@stpetebeach.org](mailto:bwerner@stpetebeach.org)

cc: [nkammerer@stpetebeach.org](mailto:nkammerer@stpetebeach.org)  
cc: [abutterfield@stpetebeach.org](mailto:abutterfield@stpetebeach.org)

RE: Royal Restrooms – July 13, 2020 St. Pete Beach – P.O. #20-01098

Rental for August 10, 2020 through August 29, 2020 delivered to Upham Beach, 6850 Beach Plaza, St. Pete Beach, Florida 33706 and Hurley Park, 1600 Gulf Way, St. Pete Beach, Florida 33706. Rental shall be billed every 4 weeks until end of rental period. (**Contact: Brett 727-363-9254**)

**20 DAY RENTAL AMOUNT (\$239.29/day):.....\$4,785.80**

- One ADA + 4 private restrooms trailer
- One 3 private restrooms trailer-Hurley Park
- Balance from 2nd revised invoice #7738 (fee for swapping out units).. **300.00\*\*\***
- Plastic handicap (service twice a week)..... **N/C**
- Tax Exempt

**2<sup>nd</sup> WEEKS TOTAL RENTAL AMOUNT.....\$5,085.80  
(8/10/20 through 8/29/20)**

- Customer shall be responsible for power, water replenishing supplies, cleaning and monitoring unit on a daily basis during the entire rental period. Supplier shall furnish power cords and water hoses.
- Customer shall be responsible for calling Supplier for any repairs needed during the rental period. If determined such repairs are due to the negligence of the customer and/or their patrons, then in that event Customer hereby agrees to pay a \$75.00/hour service call (3 hour minimum) and for all parts needed to make repairs. Customer shall be responsible for the cost of repairing any damages to the unit during the rental period.

PLEASE REMIT PAYMENT TO:

CUSTOMER:

**Royal Restrooms of North Florida  
P.O. Box 49  
Micanopy, Florida 32667**

**CITY OF ST. PETE BEACH**

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P.O. Box 49 > Micanopy, Florida 32667 > Phone (352) 871-7754 > (352) 870-9633>  
Fax (352) 466-1258



**INVOICE #7738-3 (Port-A-Potties)**  
**October 21, 2020**

TO: City of St. Pete Beach  
c/o Brett Warner  
727-363-9254  
Email: [bwarner@stpetebeach.org](mailto:bwarner@stpetebeach.org)

cc: [nkammerer@stpetebeach.org](mailto:nkammerer@stpetebeach.org)  
cc: [abutterfield@stpetebeach.org](mailto:abutterfield@stpetebeach.org)

RE: Royal Restrooms – July 13, 2020 St. Pete Beach – P.O. #20-01098

Rental for August 26, 2020 through October 20, 2020 delivered to Hurley Park, 1600 Gulf Way, St. Pete Beach, Florida 33706. Rental shall be billed every 4 weeks until end of rental period. **(Contact: Brett 727-363-9254)**

**8 WEEKS UNITS AND RENTAL AMOUNT (s):**

- 2 Plastic Handicap Port-a-Potties (\$295.00/ea.= \$590/4wks. x 2).....**\$1,180.00**
  - One Hand Washing Station (\$175.00/4wks. x 2)..... **350.00**
  - 6 Regular Port-a-Potties (\$175/ea.= \$1,050/4wks. x 2)..... **2,100.00**
- (Rental amounts include servicing 3 times a week)**
- Tax Exempt

**3<sup>rd</sup> (8) WEEKS TOTAL RENTAL AMOUNT.....\$3,630.00**  
**(8/26/20 through 10/20/20)**

- Customer shall be responsible for power, water replenishing supplies, cleaning and monitoring unit on a daily basis during the entire rental period. Supplier shall furnish power cords and water hoses.
- Customer shall be responsible for calling Supplier for any repairs needed during the rental period. If determined such repairs are due to the negligence of the customer and/or their patrons, then in that event Customer hereby agrees to pay a \$75.00/hour service call (3 hour minimum) and for all parts needed to make repairs. Customer shall be responsible for the cost of repairing any damages to the unit during the rental period.

PLEASE REMIT PAYMENT TO:

CUSTOMER:

**Royal Restrooms of North Florida**  
**P.O. Box 49**  
**Micanopy, Florida 32667**

**CITY OF ST. PETE BEACH**

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**P.O. Box 49 > Micanopy, Florida 32667 > Phone (352) 871-7754 > (352) 870-9633>**  
**Fax (352) 466-1258**





**INVOICE #7738 (WD & Restocking)**  
**October 21, 2020**

TO: City of St. Pete Beach  
c/o Brett Warner  
727-363-9254  
Email: [bwarnar@stpetebeach.org](mailto:bwarnar@stpetebeach.org)

cc: [nkammerer@stpetebeach.org](mailto:nkammerer@stpetebeach.org)  
cc: [abutterfield@stpetebeach.org](mailto:abutterfield@stpetebeach.org)

RE: Royal Restrooms – July 13, 2020 St. Pete Beach – P.O. #20-01098

Waste disposal and Restocking Charges for July 17, 2020 through August 29, 2020 delivered to Upham Beach, 6850 Beach Plaza, St. Pete Beach, Florida 33706 and Hurley Park, 1600 Gulf Way, St. Pete Beach, Florida 33706. Rental shall be billed every 4 weeks until end of rental period. **(Contact: Brett 727-363-9254)**

**CHARGES BILLED SEPARATELY:**

**Waste Disposal:**

|                          |          |
|--------------------------|----------|
| 1. July 17, 2020.....    | \$450.00 |
| 2. July 20, 2020.....    | 450.00   |
| 3. July 22, 2020.....    | 450.00   |
| 4. July 24, 2020.....    | 450.00   |
| 5. July 26, 2020.....    | 650.00   |
| 6. July 29, 2020.....    | 450.00   |
| 7. July 31, 2020.....    | 450.00   |
| 8. August 2, 2020.....   | 650.00   |
| 9. August 5, 2020.....   | 450.00   |
| 10. August 9, 2020.....  | 650.00   |
| 11. August 12, 2020..... | 450.00   |
| 12. August 14, 2020..... | 450.00   |
| 13. August 16, 2020..... | 650.00   |
| 14. August 19, 2020..... | 450.00   |
| 15. August 23, 2020..... | 650.00   |
| 16. August 26, 2020..... | 450.00   |
| 17. August 28, 2020..... | 450.00   |
| 18. August 29, 2020..... | 325.00   |

**TOTAL WASTE DISPOSAL CHARGES.....\$8,975.00**

**Restocking:**

|                                                   |          |
|---------------------------------------------------|----------|
| 1. 122 toilet paper rolls (\$.53 each x 122)..... | \$ 64.66 |
| 2. 13 hand towel rolls (\$5.96 each x 13).....    | 77.48    |
| 3. 30 oz. foam soap (\$.21 each x 30).....        | 6.30     |

**TOTAL RESTOCKING CHARGES..... 148.44**

**TOTAL CHARGES.....\$9,123.44**

PLEASE REMIT PAYMENT TO:

Royal Restrooms of North Florida  
P.O. Box 49  
Micanopy, Florida 32667

CUSTOMER:

**CITY OF ST. PETE BEACH**

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**P.O. Box 49 > Micanopy, Florida 32667 > Phone (352) 871-7754 > (352) 870-9633 >  
Fax (352) 466-1258**





**INVOICE #7762**  
**Port-a-Lets**  
**October 22, 2020**

TO: City of St. Pete Beach  
c/o Brett Warner  
727-363-9254  
Email: [bwarner@stpetebeach.org](mailto:bwarner@stpetebeach.org)

cc: [nkammerer@stpetebeach.org](mailto:nkammerer@stpetebeach.org)  
cc: [abutterfield@stpetebeach.org](mailto:abutterfield@stpetebeach.org)

RE: Royal Restrooms – August 26, 2020, St. Pete Beach – P.O. #

Rental for August 26, 2020 through October 6, 2020 (units picked up) delivered to 900 Gulf Way, St. Pete Beach, Florida 33706. Rental shall be billed every 4 weeks until end of rental period. **(Contact: Brian Gelock 727-401-6293)**

**8 WEEK RENTAL AMOUNT:**

- Two Handicap Plastic Port-a-Potties.....**\$1,180.00**  
**(\$295/ea.= \$590/4wks. x 2)**
- Eight (8) regular Plastic Port-a-Potties..... **2,800.00**  
**(\$175/ea.= \$1,400/4wks. x 2)**
- One handwashing station..... **350.00**  
**(\$175/ea./4wks. x 2)**
- Tax Exempt
- **(Rental amounts include servicing 3 times a week)**

**8 WEEKS TOTAL RENTAL AMOUNT.....\$4,330.00**  
**(8/26/20 through 10/06/20)**

- Customer shall be responsible for power, water replenishing supplies, cleaning and monitoring unit on a daily basis during the entire rental period. Supplier shall furnish power cords and water hoses.
- Customer shall be responsible for calling Supplier for any repairs needed during the rental period. If determined such repairs are due to the negligence of the customer and/or their patrons, then in that event Customer hereby agrees to pay a \$75.00/hour service call (3 hour minimum) and for all parts needed to make repairs. Customer shall be responsible for the cost of repairing any damages to the unit during the rental period.

PLEASE REMIT PAYMENT TO:

**Royal Restrooms of North Florida**  
**P.O. Box 49**  
**Micanopy, Florida 32667**

CUSTOMER:

**CITY OF ST. PETE BEACH**

THANK YOU.

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**P.O. Box 49 > Micanopy, Florida 32667 > Phone (352) 871-7754 > (352) 870-9633 >**  
**Fax (352) 466-1258**



**REVISED  
INVOICE #7762  
October 22, 2020**

TO: City of St. Pete Beach  
c/o Brett Warner  
727-363-9254  
Email: [bwerner@stpetebeach.org](mailto:bwerner@stpetebeach.org)

cc: [nkammerer@stpetebeach.org](mailto:nkammerer@stpetebeach.org)  
cc: [abutterfield@stpetebeach.org](mailto:abutterfield@stpetebeach.org)

RE: Royal Restrooms – August 13, 2020, St. Pete Beach – P.O. #

Rental for August 13, 2020 through August 26, 2020 delivered to 900 Gulf Way, St. Pete Beach, Florida 33706. Rental shall be billed every 4 weeks until end of rental period. **(Contact: Brian Gelock 727-401-6293)**

**2 WEEK RENTAL AMOUNT:.....\$3,500.00**

- Two 10 stall crowd pleaser restrooms trailer **(Picked up early)**
- One time delivery, set-up, initial supplies and pick-up fee..... **1,200.00**  
**(\$600.00 each trailer)**
- Two handicap plastic port-a-lets (4 weeks)..... **400.00**
- Tax Exempt

**1<sup>ST</sup> 2 WEEKS TOTAL RENTAL AMOUNT.....\$5,100.00**  
**(8/13/20 through 8/26/20)**

**WASTE DISPOSAL CHARGES TO BE BILLED SEPARATELY:**

- Pump-out during the week .....\$ **450.00/both trailers**  
**(Pump outs are \$225/ea.visit/ea. trailer) (per pump out)**
- Pump-out during the weekend, holidays and emergencies.....\$ **600.00/both trailers**  
**(Pump outs are \$300/ea.visit/ea. trailer) (per pump out)**
- Customer shall be responsible for power, water replenishing supplies, cleaning and monitoring unit on a daily basis during the entire rental period. Supplier shall furnish power cords and water hoses.
- Customer shall be responsible for calling Supplier for any repairs needed during the rental period. If determined such repairs are due to the negligence of the customer and/or their patrons, then in that event Customer hereby agrees to pay a \$75.00/hour service call (3 hour minimum) and for all parts needed to make repairs. Customer shall be responsible for the cost of repairing any damages to the unit during the rental period.

PLEASE REMIT PAYMENT TO:

CUSTOMER:

**Royal Restrooms of North Florida  
P.O. Box 49  
Micanopy, Florida 32667**

***CITY OF ST. PETE BEACH***

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**P.O. Box 49 > Micanopy, Florida 32667 > Phone (352) 871-7754 > (352) 870-9633>  
Fax (352) 466-1258**



**INVOICE #7762-WD**  
**October 22, 2020**

TO: City of St. Pete Beach  
c/o Brett Warner  
727-363-9254  
Email: [bwarner@stpetebeach.org](mailto:bwarner@stpetebeach.org)

cc: [nkammerer@stpetebeach.org](mailto:nkammerer@stpetebeach.org)  
cc: [abutterfield@stpetebeach.org](mailto:abutterfield@stpetebeach.org)

RE: Royal Restrooms – August 13, 2020, St. Pete Beach – P.O. #

Waste disposal charges for August 13, 2020 through August 26, 2020 delivered to 900 Gulf Way, St. Pete Beach, Florida 33706. Rental shall be billed every 4 weeks until end of rental period. **(Contact: Brian Gelock 727-401-6293)**

**WASTE DISPOSAL CHARGES TO BE BILLED SEPARATELY:**

|                         |                 |
|-------------------------|-----------------|
| 1. August 16, 2020..... | <b>\$600.00</b> |
| 2. August 19, 2020..... | <b>450.00</b>   |
| 3. August 23, 2020..... | <b>600.00</b>   |
| 4. August 26, 2020..... | <b>450.00</b>   |

**TOTAL WASTE DISPOSAL CHARGES.....\$2,100.00**

PLEASE REMIT PAYMENT TO:

**Royal Restrooms of North Florida**  
**P.O. Box 49**  
**Micanopy, Florida 32667**

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CUSTOMER:

**CITY OF ST. PETE BEACH**

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

**Issue Considered:** Public Hearing Ordinance 2020-28 One-Way Streets

**Date:** January 12, 2021

**Prepared By:** Michelle Gonzalez, Transportation and Parking Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** Ordinance 2020-28 is proposing to designate the alley behind the St. Pete Beach Public Library located south of Corey Avenue and north of 73rd Avenue between Boca Ciega Drive and Blind Pass Road to a one-way street. The street is proposed to flow in the east to west direction.

**Funding:** N/A

**Requested Motion:** “I move to adopt Ordinance No. 2020-28”

**Attachments:** 1. Ordinance 2020-28



## Ordinance 2020-XX

### **AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 82 – TRAFFIC AND VEHICLES, ARTICLE II - SPECIFIC STREET REGULATIONS, DIVISION 1 - GENERALLY, SECTION 82-31 – ONE-WAY STREETS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, notice of this ordinance has been provided in accordance with applicable law;

**WHEREAS**, the City Commission has determined that the specified amendment to the Code of Ordinances is in the best interests of the citizens of the City of St. Pete Beach; and

**WHEREAS**, the City of St. Pete Beach wishes to maintain traffic and pedestrian safety and provide for smooth traffic flow.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:**

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

SECTION 2. The provision in this Section pertaining to the City’s Code of Ordinances is amended as follows:

#### **Sec. 82-31. – One-way streets.**

The following streets, roadways and avenues shall be designated as a one-way:

- (1) East Maritana Drive south bound between 35th Avenue and 36th Avenue.
- (2) 22nd Avenue west bound between Gulf Way and Pass-a-Grille Way.
- (3) 16th Avenue west bound between Gulf Way and Pass-a-Grille Way.
- (4) 15th Avenue east bound between Gulf Way and Pass-a-Grille Way.
- (5) 9th Avenue east bound between Gulf Way and Pass-a-Grille Way.
- (6) El Centro south bound between 37th Avenue and 35th Avenue.
- (7) 10th Avenue west bound between Pass-a-Grille Way and Gulf Way.
- (8) The alley located on the west side between 16th Avenue and 17th Avenue south bound.

(9) Alley south of Corey Avenue west bound and north of 73<sup>rd</sup> Avenue between Boca Ciega Drive and Blind Pass Road.

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 7. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 8. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_  
PUBLIC HEARING: \_\_\_\_\_



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

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Alan Johnson, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

Andrew Dickman, City Attorney

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

**Issue Considered:** First Reading Ordinance 2021-01 Seawall Height

**Date:** January 12, 2021

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

**Through:** Alex Rey, City Manager

**Summary of Issue:** Ordinance 2021-01, amending the City's seawall measurement standards to adopt the North American Vertical datum mean sea level employed by FEMA, replacing the existing and outdated USCGS datum mean sea level.

**Funding:** N/A

**Requested Motion:** "I move to approve the first reading of Ordinance No. 2021-01"

**Attachments:**

1. Staff Report
2. Ordinance-2020-01 Seawall Height

**CITY OF ST. PETE BEACH**  
**PLANNING BOARD STAFF REPORT**

**TO:** Planning Board

**FROM:** Lynn M. Rosetti, AICP, CFM, Senior Planner, Community Development Department

**DATE:** December 14, 2020

**SUBJECT:** Ordinance No. 2021-A providing for an amendment to modify the Code of Ordinances (COO) Article IV, Seawalls, Bulkheads and Retaining Walls, Section 98-100, Standards for seawalls, bulkheads and retaining walls not on the Gulf of Mexico, (1) Concrete seawalls, h; and Section 98-101, Standards for seawalls, bulkheads and retaining walls on the Gulf of Mexico relating to the specific elevation datum referenced in the Code.

---

**BACKGROUND:**

The use of the USCGS datum mean sea level found in the City's Code of Ordinances is an outdated method for measuring seawalls. Staff is recommending that the City modify the Code by stipulating the use of the North American Vertical Datum 88 (NAVD 88) measure for seawalls. This is the accepted measure which is in use by FEMA and others to ensure uniform seawall measurement practices with respect to seawall measurement datum.

**PLANNING BOARD:**

Although this regulation is in the Code of Ordinances rather than the Land Development Regulations, thereby not requiring consistency review, the City is seeking the Planning Board's input prior to taking this Ordinance to the City Commission.

**STAFF RECOMMENDATION:**

Staff recommends the Planning Board recommend approval of Ordinance 2021-A which removes an outdated seawall height measurement and replaces it with the North American Vertical Datum 88 (NAVD 88) mean sea level measurement which will provide for consistent and updated seawall measurements going forward.

Attachment: Draft Ordinance 2021-A

## ORDINANCE NO. 2021-1

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES, ARTICLE IV – SEAWALLS, BULKHEADS, AND RETAINING WALLS, SECTION 98-100 – STANDARDS FOR SEAWALLS, BULKHEADS, AND RETAINING WALLS NOT ON THE GULF OF MEXICO, SUB-SECTION (1) CONCRETE SEAWALLS, PARAGRAPH H, PERTAINING TO ELEVATION DATUM FOR SEAWALLS; SECTION 98-101 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS ON GULF OF MEXICO; SUB-SECTION (8) PERTAINING TO ELEVATION DATUM FOR SEAWALLS, BULKHEADS AND RETAINING WALLS FRONTING THE GULF OF MEXICO; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of St. Pete Beach has determined that these amendments are a necessary update to the Code of Ordinances with respect to replacing the City's current standard for measuring the elevation of seawalls (USCGS datum sea level), which is outdated and no longer in use, with the proposed change to utilize the North American Vertical Datum 88 (NAVD 88) which is the current standard for measuring seawall height above mean sea level.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, HEREBY ORDAINS:**

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

**SECTION 2.** The provisions in this Section pertaining to the City's Code of Ordinances are amended as follows:

**Sec. 98-100. - Standards for seawalls, bulkheads and retaining walls not on Gulf of Mexico.**

- h. The elevation for all seawalls, bulkheads and retaining walls fronting on the bay shall be equal to or greater than elevation 5.0 above mean sea level (North American Vertical Datum 88). ~~USCGS datum mean sea level.~~

**Sec. 98-101. - Standards for seawalls, bulkheads and retaining walls on Gulf of Mexico.**

- (8) The elevation for all seawalls, bulkheads and retaining walls fronting on the Gulf of Mexico shall be equal to or greater than elevation 6.0 feet above mean sea level (North American Vertical Datum 88). ~~USCGS datum mean sea level.~~

**SECTION 3.** Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

**SECTION 4.** Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect. It being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 5.** Construction. This Ordinance is to be liberally construed to accomplish its objectives.

**SECTION 6.** Publication. This Ordinance shall be published in accordance with the requirements of law.

**SECTION 7.** Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_  
PUBLIC HEARING: \_\_\_\_\_

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

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

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Amber LaRowe, City Clerk

Words stricken through shall be deleted. Words underscored constitute the amendment proposed. The symbol \*\*\* constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

Andrew Dickman, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol \*\*\* constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.



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

**Issue Considered:** First Reading Ordinance 2021-02 Substantial Improvement

**Date:** January 12, 2021

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

**Through:** Alex Rey, City Manager

**Summary of Issue:** Ordinance 2021-02, amending the City's substantial improvement / substantial damage (50% rule / back-to-back permits) and allowed living area below the base flood elevation.

**Funding:** N/A

**Requested Motion:** "I move to approve the first reading of Ordinance No. 2021-02"

**Attachments:**

1. Staff Report
2. Ordinance 2021-02 - Updated Ordinance-B substantial improvement and enclosed areas below BFE AD Edits

**CITY OF ST. PETE BEACH**  
**PLANNING BOARD STAFF REPORT**

**TO:** Planning Board

**FROM:** Lynn M. Rosetti, AICP, CFM, Senior Planner, Community Development Department

**DATE:** December 14, 2020

**SUBJECT:** Ordinance No. 2021-B providing for amendments to modify the Code of Ordinances (COO) pertaining to substantial improvement / substantial damage (50% rule) and allowable living area below the base flood elevation.

---

**BACKGROUND:**

With respect to the City's Floodplain Management regulations and the most recent Community Rating System 5-year review, the City found several areas worth reviewing. Specifically, they are as follows:

- The substantial improvement/substantial damage (50% rule) is an issue because on St. Pete Beach there is no time limit between permits in order to undertake building improvements. FEMA expressly prohibits "phasing" but on St. Pete Beach applicants can pull permits up to the allowed dollar amount, do the work and close out the project, and then come in even the next day and pull a new permit on the same property for additional work. According to building permit records, this has resulted in properties being greatly improved over time. Without adhering to FEMA's directives.
- Staff finds that the current method of permitting allows for back to back permits allow time between permits which potentially circumvents the FEMA rule on phasing with respect to the 50% rule. Therefore, staff is recommending there be additional time between in a cumulative manner that will establish a measurable standard that is enforceable and equitable.
- Include living area square footage allowed by FEMA below base flood elevation.

**PLANNING BOARD:**

Although this regulation is in the Code of Ordinances rather than the Land Development Regulations, thereby not requiring consistency review, the City is seeking the Planning Board's input prior to taking this Ordinance to the City Commission.

**STAFF RECOMMENDATION:**

Staff recommends the Planning Board recommend approval of Ordinance NO. 2020-xx relating to the substantial improvement / substantial damage (50% rule) and allowed living area below the base flood elevation.

## ORDINANCE 2021-02

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE II – TECHNICAL CODES, SECTION 98-33 – FLORIDA BUILDING CODE, RESIDENTIAL; AMENDMENTS; ARTICLE V – FLOOD HAZARD MITIGATION REGULATIONS, DIVISION 3 – ADMINISTRATION, SECTION 98-122.4 – SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS, PROVIDING FOR CODIFICATION, CONFLICTS;, SEVERABILITY, CORRECTION OF SCRIVENER’S ERROR, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of St. Pete Beach has determined that buildings that are substantially improved (50% of the value of the existing structure) must be elevated (residential) or flood proofed (commercial) and therefore many property owners seek to make the maximum improvement possible without exceeding the 50%, in order to avoid having to elevate or flood proof their buildings;

**WHEREAS**, FEMA issues technical bulletins that give local enforcement officials guidance in interpreting and enforcing rules such as the 50% rule. FEMA’s bulletin on the 50% rule strictly prohibits the phasing of an improvement in order to defeat the purpose of the 50% rule. This includes prohibiting the splitting of a renovation project that exceeds the 50% threshold into multiple building permits in order to avoid being considered a substantial improvement;

**WHEREAS**, determining whether renovation projects are being phased requires a subjective determination and can be difficult to enforce without a specific adopted timeframe; and

**WHEREAS**, the adoption of a five (5) year time frame, providing that any further improvements undertaken within five (5) years cumulatively of when the permit is closed shall be presumed to be phase two of the same project, will establish a more objective standard and will be easier to enforce.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, HEREBY ORDAINS:**

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Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol \*\*\* constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

**SECTION 1.** Recitals. The above recitals (“Whereas” clauses) hereby adopted as legislative findings, purpose and intent of the City Commission.

**SECTION 2.** The provisions in this Section pertaining to the City’s Code of Ordinances are amended as follows:

**Sec. 98-33. - Florida Building Code, residential; amendments.**

\*\*\*\*

*Section R322.3.5 Enclosed areas below the design flood elevation.* Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. A maximum of 299 square feet below the design flood elevation may be utilized for living space. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators. The limitation on partitions does not apply to crawlspace foundations. Storage shall be limited to items which otherwise would be stored outside a building or items normally used outside (e.g., grill, lawn mower, folding chairs, etc.). Access to enclosed areas shall be the minimum necessary to allow for permitted uses and limited to garage door and standard single exterior doors and one double entry door; sliding doors are permitted. All utilities such as electrical, heating, plumbing, and air conditioning equipment and other services facilities (including ductwork) must be elevated or floodproofed to the required elevation.

**Sec. 98-122.4. - Substantial improvement and substantial damage determinations.**

\*\*\*\*

For the purpose of making this determination, the cost to perform the improvements and the cost to perform the repairs shall ~~not be cumulative from project to project over a five-year period from the issuance date of the permit.~~ Roofs and certain ancillary equipment, such as hot water heaters and AC systems, may be replaced as necessary as determined by the City’s Floodplain Administrator. Costs of improvements and costs of repairs shall include all costs attributed to a project and shall be determined:

- (1) By submission of a detailed cost estimate by a licensed contractor, provided such estimate includes all work required to complete the work described in the permit application;

\*\*\*\*

Words stricken through shall be deleted. Words underscored constitute the amendment proposed. The symbol \*\*\* constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

**SECTION 3.** Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

**SECTION 4.** Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

**SECTION 5.** Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect. It being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 6.** Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

**SECTION 7.** Construction. This Ordinance is to be liberally construed to accomplish its objectives.

**SECTION 8.** Publication. This Ordinance shall be published in accordance with the requirements of law.

**SECTION 9.** Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING:

PUBLISHED:

SECOND READING:

PUBLIC HEARING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Words stricken through shall be deleted. Words underscored constitute the amendment proposed. The symbol \*\*\* constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.



I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Andrew Dickman, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol \*\*\* constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

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

**Issue Considered:** Ordinance 2021-03: An Ordinance of the City of St. Pete Beach, Florida Providing for Supplemental Budget Appropriations.

**Date:** January 12, 2021

**Prepared By:** Vince Tenaglia, Assistant City Manager

**Through:** Alex Rey, City Manager

**Summary of Issue:** The intent of Ordinance 2021-03 is to recognize the City's financial position as of September 30, 2020 and re-balance available funds. Throughout the annual budget process, staff estimates working capital balances for the purpose of determining current and future spending availability. To the extent revenue exceeds staff estimates, or expenditures fall short of estimates, funding becomes available to either increase spending or increase fund balance.

As illustrated in Appendix A, reconciling items include revenue and expenditures re-appropriated from the prior fiscal year. Revenue includes sources that correspond to construction schedules, such as the sanitary sewer expansion project's revolving loan, County funds for the Gulf Blvd. electrical undergrounding project, and grant reimbursements contingent upon the completion of CIP projects. Expenditure reconciliations include re-appropriations for projects and services encumbered or rescheduled as of September 30, 2020.

A budgetary gain or loss reflects only the difference between staff estimates and actual results, as opposed to operating income or an operating loss, comparing revenue and operating expenses. All funds will report positive operating income for fiscal year 2020 in the Comprehensive Annual Financial Report, to be published in March 2021.

The net budgetary gain for fiscal year 2020, across all funds and as compared to the adopted budget, was \$1,647,815, of which \$355,562 represents capital float that is routinely re-programmed for infrastructure spending in the Reclaimed Water and Stormwater Funds. The remaining \$1,292,253 represents true budgetary gains attributed to the General, Capital, and Building Funds, net of a Wastewater Fund budgetary loss.

The net budgetary gain in the General Fund was \$604,049, primarily driven by unanticipated revenue strength. Revenue estimates were projected conservatively based on the uncertain outlook of Covid-19. Parking activity was particularly strong, exceeding estimates by 10.8% and contributing approximately \$333,000 to the gain. Sales-tax related revenue also outperformed economic headwinds and exceeded estimates by nearly \$81,000, while plan review activity was unprecedented, contributing another \$39,000 to the gain. Reimbursement funding of \$81,000 from the Cares Act for Covid-19 related expenses was also unanticipated at the time of budget adoption. Total General Fund revenue was \$29.6 million, exceeding the budget by 1.8%.

The \$507,951 budgetary gain in the Capital Fund was primarily achieved by closing out capital projects. The final closeout of Pass-a-Grille Phase II reflected a deductive change order of \$350,159, while several annual installment programs were cumulatively closed with approximately \$92,000 remaining. Penny for Pinellas revenue, projected conservatively due to Covid-19 uncertainty, exceeded estimates by nearly \$61,000, declining only 5.2% year-over-year.

The budgetary gain in the Building Fund was \$211,992, as the City continued to experience unprecedented building activity. Permit revenue increased 28.7% over the prior year, totaling nearly \$1.1 million.

The Wastewater Fund reflected a \$33,050 budgetary loss, which is a complex issue still being analyzed by staff. Despite a 7% service fee increase, operating revenue increased only 1.4%, totaling \$6.6 million. Commercial property vacancies associated with Covid-19 were a contributing factor, with water consumption declining at least 6% year-over-year. Yet total flows treated by the City of St. Petersburg declined only 1.8%, short of the 4% staff estimate, resulting in higher treatment expenses than planned. The City was fortunate to receive a very favorable \$569,000 true-up from St. Petersburg for sewage treatment, which offset most of the budgetary losses.

Ordinance 2021-03 requests to utilize the available balances for the following purposes, as itemized in Appendix A:

|                                           |                            |
|-------------------------------------------|----------------------------|
| Capital outlay:                           |                            |
| Reclaimed water infrastructure            | 87,537                     |
| Stormwater infrastructure                 | 268,025                    |
| Tennis court lighting at Egan Park        | 90,000                     |
| Tennis court lighting at Vina del Mar     | 100,000                    |
| Corey Ave pier                            | 250,000                    |
| Pass-a-Grille lighting                    | 92,000                     |
| Street resurfacing                        | 100,000                    |
| Parking license plate recognition & GIS   | 70,000                     |
| Library parking lot                       | 50,000                     |
| Contingency                               | 65,000                     |
| Capital outlay total:                     | <u>\$ 1,172,562</u>        |
| Operating expenditures:                   |                            |
| Weekend garbage collection                | 70,000                     |
| Rescheduled July 4 fireworks              | 12,500                     |
| Clerk's office software                   | 7,500                      |
| Finance software                          | 50,000                     |
| Contingency                               | 25,000                     |
| Operating expenditure total:              | <u>\$ 165,000</u>          |
| To (from) fund balance:                   |                            |
| General                                   | 130,000                    |
| Building                                  | 211,992                    |
| Fleet                                     | 1,311                      |
| Capital                                   | -                          |
| Wastewater                                | (33,050)                   |
| Reclaimed                                 | -                          |
| Stormwater                                | -                          |
| Fund balance total:                       | <u>\$ 310,253</u>          |
| <b>Total FY 2021 allocation requests:</b> | <u><b>\$ 1,647,815</b></u> |

**Funding:** Appendix A itemizes the requests summarized above. All figures reported above are unaudited. In the event of any significant reclassifications during the audit process, reconciliations will be brought forward via budget amendment or reflected in the FY 2022 proposed budget.

**Requested Motion:** "I move to adopt Ordinance 2021-03."

**Attachment:** Ordinance 2021-03  
Appendix A

**Ordinance 2021-03**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH,  
FLORIDA, PROVIDING FOR SUPPLEMENTAL BUDGET  
APPROPRIATIONS; PROVIDING FOR CONFLICTS,  
SEVERABILITY, CONSTRUCTION, PUBLICATION, AND  
AN EFFECTIVE DATE.**

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH,  
FLORIDA, HEREBY ORDAINS:**

**WHEREAS**, the fiscal year 2021 budget includes revenue and expenditures as adopted by Ordinance 2020-18; and

**WHEREAS**, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2021 budget; and

**WHEREAS**, Article III, Section 3.13(a) of the City Charter provides authority for appropriation amendments; and

**WHEREAS**, the City Commission of the City of St. Pete Beach desires to appropriate revenue and expenditures derived from fiscal year 2020 outstanding encumbrances and available balances.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH,  
FLORIDA, HEREBY ORDAINS:**

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

SECTION 2. The City of St. Pete Beach fiscal year 2021 budget shall be amended per Appendix A, attached and made part of this Ordinance.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid, unlawful, or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this

Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

PUBLIC HEARING: \_\_\_\_\_

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

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

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Andrew Dickman, City Attorney



### Ordinance 2021-03: Appendix A

|                                           | General    | Building  | Fleet    | Capital        | Wastewater      | Reclaimed | Stormwater     | Total           |
|-------------------------------------------|------------|-----------|----------|----------------|-----------------|-----------|----------------|-----------------|
| Budgeted balance                          | 9,400,000  | 940,000   | 580,000  | 8,000          | 870,000         | 975,000   | 392,000        | 13,165,000      |
| December 2020 balance                     | 10,216,000 | 1,156,000 | 638,000  | 5,881,000      | 5,494,000       | 1,218,000 | 2,117,000      | 26,720,000      |
| Reconciliation:                           |            |           |          |                |                 |           |                | -               |
| <u>Revenue re-appropriations:</u>         |            |           |          |                |                 |           |                |                 |
| Blind Pass Road - FDEP                    | -          | -         | -        | 50,000         | -               | -         | -              | 50,000          |
| Blind Pass Road - Pinellas                | -          | -         | -        | 40,166         | -               | -         | -              | 40,166          |
| Generator - FDEM                          | -          | -         | -        | 112,500        | -               | -         | -              | 112,500         |
| Rescue 23 - Pinellas                      | -          | -         | -        | 200,000        | -               | -         | -              | 200,000         |
| Gulf Blvd undergrounding - Pinellas       | -          | -         | -        | 5,185,648      | -               | -         | -              | 5,185,648       |
| Sanitary sewer expansion - revolving loan | -          | -         | -        | -              | 13,230,948      | -         | -              | 13,230,948      |
| Revenue re-appropriations total           | \$ -       | \$ -      | \$ -     | \$ 5,588,314   | \$ 13,230,948   | \$ -      | \$ -           | \$ 18,819,262   |
| <u>Adopted re-appropriations:</u>         |            |           |          |                |                 |           |                |                 |
| Library improvements                      | -          | -         | -        | (1,000,000)    | -               | -         | -              | (1,000,000)     |
| Bridge repairs                            | -          | -         | -        | (300,000)      | -               | -         | -              | (300,000)       |
| Decorative street signs                   | -          | -         | -        | (135,000)      | -               | -         | -              | (135,000)       |
| Seawall maintenance                       | -          | -         | -        | (425,000)      | -               | -         | -              | (425,000)       |
| Placemaking improvements                  | -          | -         | -        | (165,000)      | -               | -         | -              | (165,000)       |
| Hurley Park                               | -          | -         | -        | (300,000)      | -               | -         | -              | (300,000)       |
| Generator power                           | -          | -         | -        | (200,000)      | -               | -         | -              | (200,000)       |
| Dune crossover replacements               | -          | -         | -        | (80,000)       | -               | -         | -              | (80,000)        |
| Fishing piers                             | -          | -         | -        | (800,000)      | -               | -         | -              | (800,000)       |
| Warren Webster facility                   | -          | -         | -        | (50,000)       | -               | -         | -              | (50,000)        |
| Fire Station 22                           | -          | -         | -        | (67,000)       | -               | -         | -              | (67,000)        |
| Fire Station 23                           | -          | -         | -        | (49,000)       | -               | -         | -              | (49,000)        |
| Gulf Blvd electrical undergrounding       | -          | -         | -        | (4,500,000)    | -               | -         | -              | (4,500,000)     |
| Sanitary sewer expansion                  | -          | -         | -        | -              | (15,000,000)    | -         | -              | (15,000,000)    |
| Capital improvements                      | -          | -         | -        | -              | -               | -         | (1,105,000)    | (1,105,000)     |
| Adopted re-appropriations total           | \$ -       | \$ -      | \$ -     | \$ (8,071,000) | \$ (15,000,000) | \$ -      | \$ (1,105,000) | \$ (24,176,000) |
| <u>Pending re-appropriations:</u>         |            |           |          |                |                 |           |                |                 |
| Operating encumbrances                    | (211,951)  | (4,008)   | (56,689) | -              | -               | -         | -              | (272,648)       |
| Capital improvements                      | -          | -         | -        | -              | -               | (155,463) | (351,975)      | (507,438)       |
| Security improvements                     | -          | -         | -        | (22,434)       | -               | -         | -              | (22,434)        |
| Facility improvements                     | -          | -         | -        | (11,900)       | -               | -         | -              | (11,900)        |
| PAG park                                  | -          | -         | -        | (40,194)       | -               | -         | -              | (40,194)        |
| ADA program                               | -          | -         | -        | (58,250)       | -               | -         | -              | (58,250)        |
| Library improvements                      | -          | -         | -        | (242,891)      | -               | -         | -              | (242,891)       |
| Upham Beach parking lot                   | -          | -         | -        | (29,462)       | -               | -         | -              | (29,462)        |
| Shell alleys                              | -          | -         | -        | (26,291)       | -               | -         | -              | (26,291)        |
| Street rehabilitation                     | -          | -         | -        | (181,958)      | -               | -         | -              | (181,958)       |
| Corey Ave street rehabilitation           | -          | -         | -        | (59,941)       | -               | -         | -              | (59,941)        |
| Bridge repairs                            | -          | -         | -        | (275,542)      | -               | -         | -              | (275,542)       |

**Ordinance 2021-03: Appendix A**

|                                         | <b>General</b> | <b>Building</b> | <b>Fleet</b> | <b>Capital</b> | <b>Wastewater</b> | <b>Reclaimed</b> | <b>Stormwater</b> | <b>Total</b>   |
|-----------------------------------------|----------------|-----------------|--------------|----------------|-------------------|------------------|-------------------|----------------|
| Pass-a-Grille seawall                   | -              | -               | -            | (27,590)       | -                 | -                | -                 | (27,590)       |
| Seawall maintenance                     | -              | -               | -            | (25,296)       | -                 | -                | -                 | (25,296)       |
| Placemaking improvements                | -              | -               | -            | (101,894)      | -                 | -                | -                 | (101,894)      |
| Property beautification                 | -              | -               | -            | (6,086)        | -                 | -                | -                 | (6,086)        |
| Hurley Park                             | -              | -               | -            | (85,998)       | -                 | -                | -                 | (85,998)       |
| Playground equipment                    | -              | -               | -            | (128,320)      | -                 | -                | -                 | (128,320)      |
| Public restrooms                        | -              | -               | -            | (15,175)       | -                 | -                | -                 | (15,175)       |
| Dune and beach improvements             | -              | -               | -            | (12,806)       | -                 | -                | -                 | (12,806)       |
| Generator power                         | -              | -               | -            | (21,538)       | -                 | -                | -                 | (21,538)       |
| Blind Pass Road                         | -              | -               | -            | (511,741)      | -                 | -                | -                 | (511,741)      |
| Dune crossover replacements             | -              | -               | -            | (9,353)        | -                 | -                | -                 | (9,353)        |
| Fishing piers                           | -              | -               | -            | (167,991)      | -                 | -                | -                 | (167,991)      |
| SCBA compressor system                  | -              | -               | -            | (33,914)       | -                 | -                | -                 | (33,914)       |
| EMS boat dock                           | -              | -               | -            | (23,000)       | -                 | -                | -                 | (23,000)       |
| Fire Station 22                         | -              | -               | -            | (937)          | -                 | -                | -                 | (937)          |
| Fire Station 23                         | -              | -               | -            | (641)          | -                 | -                | -                 | (641)          |
| Court resurfacing                       | -              | -               | -            | (10,445)       | -                 | -                | -                 | (10,445)       |
| Egan Park                               | -              | -               | -            | (95,047)       | -                 | -                | -                 | (95,047)       |
| Asset management                        | -              | -               | -            | (39,010)       | -                 | -                | -                 | (39,010)       |
| Apparatus replacement                   | -              | -               | -            | (181,500)      | -                 | -                | -                 | (181,500)      |
| Gulf Blvd electrical undergrounding     | -              | -               | -            | (302,927)      | -                 | -                | -                 | (302,927)      |
| FDOT highway landscape                  | -              | -               | -            | (18,885)       | -                 | -                | -                 | (18,885)       |
| CIP engineering                         | -              | -               | -            | (113,406)      | -                 | -                | -                 | (113,406)      |
| Lift station R&R                        | -              | -               | -            | -              | (941,728)         | -                | -                 | (941,728)      |
| Sanitary sewer I&I                      | -              | -               | -            | -              | (81,932)          | -                | -                 | (81,932)       |
| Asset management                        | -              | -               | -            | -              | (41,021)          | -                | -                 | (41,021)       |
| Sanitary sewer expansion                | -              | -               | -            | -              | (1,823,317)       | -                | -                 | (1,823,317)    |
| Pending re-appropriations total         | \$ (211,951)   | \$ (4,008)      | \$ (56,689)  | \$ (2,882,363) | \$ (2,887,998)    | \$ (155,463)     | \$ (351,975)      | \$ (6,550,447) |
| Adjusted balance                        | 10,004,049     | 1,151,992       | 581,311      | 515,951        | 836,950           | 1,062,537        | 660,025           | 14,812,815     |
| Net budgetary gain (loss)               | 604,049        | 211,992         | 1,311        | 507,951        | (33,050)          | 87,537           | 268,025           | 1,647,815      |
| Transfers in (out)                      | (309,049)      | -               | -            | 309,049        | -                 | -                | -                 | -              |
| Available                               | \$ 295,000     | \$ 211,992      | \$ 1,311     | \$ 817,000     | \$ (33,050)       | \$ 87,537        | \$ 268,025        | \$ 1,647,815   |
| <b><u>FY21 allocation requests:</u></b> |                |                 |              |                |                   |                  |                   |                |
| Capital improvements                    | -              | -               | -            | -              | -                 | 87,537           | 268,025           | 355,562        |
| Tennis court lighting at Egan Park      | -              | -               | -            | 90,000         | -                 | -                | -                 | 90,000         |
| Tennis court lighting at Vina del Mar   | -              | -               | -            | 100,000        | -                 | -                | -                 | 100,000        |
| Corey Ave pier                          | -              | -               | -            | 250,000        | -                 | -                | -                 | 250,000        |
| Pass-a-Grille lighting                  | -              | -               | -            | 92,000         | -                 | -                | -                 | 92,000         |
| Street resurfacing                      | -              | -               | -            | 100,000        | -                 | -                | -                 | 100,000        |
| Parking license plate recognition & GIS | -              | -               | -            | 70,000         | -                 | -                | -                 | 70,000         |
| Library parking lot                     | -              | -               | -            | 50,000         | -                 | -                | -                 | 50,000         |

**Ordinance 2021-03: Appendix A**

|                               | <b>General</b> | <b>Building</b> | <b>Fleet</b> | <b>Capital</b> | <b>Wastewater</b> | <b>Reclaimed</b> | <b>Stormwater</b> | <b>Total</b> |
|-------------------------------|----------------|-----------------|--------------|----------------|-------------------|------------------|-------------------|--------------|
| Capital project contingency   | -              | -               | -            | 65,000         |                   |                  |                   | 65,000       |
| Weekend garbage collection    | 70,000         | -               | -            | -              | -                 | -                | -                 | 70,000       |
| Rescheduled July 4 fireworks  | 12,500         | -               | -            | -              | -                 | -                | -                 | 12,500       |
| Clerk's office software       | 7,500          | -               | -            | -              | -                 | -                | -                 | 7,500        |
| Finance software              | 50,000         | -               | -            | -              | -                 | -                | -                 | 50,000       |
| Operating contingency         | 25,000         | -               | -            | -              | -                 | -                | -                 | 25,000       |
| FY21 allocation request total | \$ 165,000     | \$ -            | \$ -         | \$ 817,000     | \$ -              | \$ 87,537        | \$ 268,025        | \$ 1,337,562 |
| Net to (from) fund balance    | \$ 130,000     | \$ 211,992      | \$ 1,311     | \$ -           | \$ (33,050)       | \$ -             | \$ -              | \$ 310,253   |

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

**Issue Considered:** Resolution 2020-60

**Date:** January 12, 2021

**Prepared By:** Michelle Gonzalez, Transportation and Parking Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** Resolution 2020-60 on Specific Street Parking Regulations serves as a companion to Ordinance 2020-21 on Parking. Per section 82-136 of the ordinance, when necessary for the public convenience, necessity and safety, the City Manager is authorized to prohibit, restrict or limit the parking time on any street where signs are posted giving notice of such prohibition, restriction or limitation for a period of 180 days and shall be confirmed by the City Commission through City resolution to extend the changes beyond the 180 day period.

This resolution confirms our current parking rules set in place and includes parking adjustments as discussed at the June 23<sup>rd</sup>, City Commission Meeting discussing the proposed changes to the parking ordinance. The following changes are included in the resolution:

44<sup>th</sup> Avenue Parking Lot to be designated 3R-B permit parking only

16<sup>th</sup> and 15<sup>th</sup> Avenues between Gulf Way and Pass-a-Grille Way shall require a "B", "4R" or "4B" permit for parking from 8:00 a.m. to 8:00 p.m.

Parking on the east side of Gulf Way between 9th and 10th Avenue shall be designated for Golf Cart Parking Only.

Sunset Park - "B" permit required from 8:00 a.m. to 8:00 p.m. on the waterfront side; parking on east side spaces are subject to payment of designated parking fee from 8:00 am to 8:00 pm.

Parking on one side of the following city streets shall be

prohibited at any time 55th Avenue between Aloha Drive to North of Pali Way

**Funding:** N/A

**Requested Motion:** I move to adopt Resolution 2020-60.

**Attachments:**

1. SPB Resolution 2020-60 for Specific Street Rules-Final

## **RESOLUTION 2020-60**

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, RELATING TO THE CITY'S STREET REGULATIONS; RESTRICTED PARKING ZONES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of St. Pete Beach has posted restricted parking zones for street regulation purposes; and

**WHEREAS**, the City is experiencing a particularly high number of parking violations; and

**WHEREAS**, the City Commission desires to establish clear guidance to the City Manager and provide information to the citizens and businesses in the City as to street parking regulations.

### **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 adopts the parking restrictions and regulations as follows:

1. The following city streets shall require a "4R" permit for parking from 8:00 a.m. to 8:00 p.m. every day on one side of the street, as designated on the city parking maps:
  - 1st Avenue between Gulf Way and Pass-a-Grille Way;
  - 12th Avenue thru 14th Avenue between Gulf Way and Pass-a-Grille Way;
  - 22<sup>nd</sup> Avenue between Gulf Way and Pass-a-Grille Way;
  - 17th Avenue thru 20th Avenue between Gulf Way and Pass-a-Grille Way;
  - 23rd Avenue to 30th Avenue between Sunset Way and Pass-A-Grille Way;
  - Sunset Way between 22<sup>nd</sup> Avenue and 26th Avenue;
  - Sunset Way between 28th Avenue and 30th Avenue;
  - 1st Avenue West between 31st Avenue and 32nd Avenue;
  - 32nd Avenue between Pass-a-Grille Way and 1<sup>st</sup> Street West; and
  - Pass-a-Grille Way between 7th Avenue and 1st Avenue.



2. The following city streets shall require a "4R" permit for parking from 8:00 a.m. to 8:00 p.m. every day on each side of the street, as designated on the city parking maps:

2nd Avenue to 5th Avenue between Pass-a-Grille Way and Gulf Way;

3. The following city streets shall require a "4R" permit for parking at any time every day on one side of the street, as designated on the city parking maps:

10th Avenue between Gulf Way and the alley before Pass-a-Grille Way;

11th Avenue between Gulf Way and Pass-a-Grille Way;

21st Avenue between Gulf Way and Pass-a-Grille Way;

4. The following city streets shall require a "4R" permit for parking at any time every day on each side of the street, as designated on the city parking maps:

6th Avenue between Gulf Way and Pass-a-Grille Way; and

7th Avenue between Gulf Way and Pass-a-Grille Way.

5. The following city streets shall require a "3R-B" or "B" permit for parking at any time every day on each side of the street, as designated on the city parking maps:

42nd Avenue between Belle Vista Drive and Poinsettia Drive; and

43rd Avenue between Belle Vista Drive and Moody Street.

6. The following city streets shall require a "B" or "2R-U" permit for parking from 8:00 a.m. to 8:00 p.m. every day on one side of the street, as designated on the city parking maps:

18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

7. The following city streets shall require a "2R-U" permit for parking from 8:00 a.m. to 8:00 p.m. every day on one side of the street, as designated on the city parking maps:

the north side of 67th Avenue between Beach Plaza and Sunset Way; and

70th Avenue between Sunset Way to Beach Plaza; and

8. The following city streets shall require a "2R-U" permit for parking from 8:00 a.m. to 8:00 p.m. every day on each side of the street, as designated on the city parking maps:

68th Avenue and 69th Avenue between Beach Plaza and Sunset Way

70th Avenue between Gulf Boulevard to Sunset Way; and

9. Parking in the locations designated on the following city streets shall be limited to

30 minutes, as designated on the city parking maps:

3 parking spaces on the west side Pass-a-Grille Way south from 9th Avenue;

3 parking spaces on the north side of 10th Avenue west from Pass-a-Grille Way;

1 parking space on the east side of the 800 block of Gulf Way;

1 parking space on the east side of 1300 block of Gulf Way;

1 parking space on the south side of 26th Avenue west of Pass-a-Grille Way;

10. Parking on each side of the following city street shall be limited to three hours, between the hours of 8:00 a.m. and 6:00 p.m. every day, as designated on the city parking maps:

8th Avenue between Gulf Way and Pass-a-Grille Way. Vehicles displaying a valid "4R" Permit are exempt from the limit of three hours.

9th Avenue between Gulf Way and Pass-a-Grille Way. Vehicles displaying a valid "4R" or "4B" Permit are exempt from the limit of three hours. Meter payment is required.

11. Parking in the main Don Vista Center parking lot and the 15 spaces in the front shall be prohibited unless an event is scheduled by the city at the Don Vista Center or a permit is provided.
12. Parking on the west side of Gulf Way between 9th Avenue and 10th Avenue shall be limited to employees of the public concession stand at the beach.
13. Parking on one side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

1st Avenue between Gulf Way and Pass-A-Grille Way;

10th Avenue to 22nd Avenue between Gulf Way and Pass-A-Grille Way;

23rd Avenue to 30th Avenue between Sunset Way and Pass-A-Grille Way;

32nd Avenue between 1st Street West and Pass-A-Grille Way;

El Centro at the Don Vista Center;

14th Avenue to 20th Avenue between Pass-A-Grille Way and the east end;

West Maritana Drive between Alhambra Street and South Maritana Drive;

South Maritana Drive between West Maritana Drive and Granada Street, including East Maritana;

Alhambra Street between West Maritana and West Debazan Avenue;  
West Debazan Avenue between East Debazan and South Maritana;  
Debazan Avenue between Casablanca and Alhambra Street;  
East Debazan between Alhambra Street and South Debazan Avenue;  
Alfonzo Street between West Maritana Drive and West Debazan Avenue;  
Granada Street between East Debazan Avenue and East Maritana Drive;  
Barcelona Street between Debazan Avenue and East Maritana Drive;  
Don Jose Street between South Debazan Avenue and South Maritana;  
South Debazan Avenue between West Debazan Avenue and East Debazan Avenue;  
Casablanca Avenue between 37th Avenue and Pinellas Bayway;  
Casablanca Avenue between Pinellas Bayway and West Maritana Drive  
East Maritana Drive between 37th Avenue and Pinellas Bayway;  
36th Avenue between El Centro and East Maritana Drive;  
37<sup>th</sup> Avenue between Gulf Boulevard and West of El Centro  
Cabrillo Avenue between West Maritana Drive and Gulf Boulevard  
41st Avenue between Belle Vista Drive east to Poinsettia Drive;  
Lido Drive between 1st Street East and 2nd Street East  
49th Avenue;  
51st Avenue between Gulf Boulevard and the beach;  
51st Avenue between Gulf Boulevard and the east end;  
55th Avenue between Aloha Drive to North of Pali Way;  
58th Avenue between Gulf Boulevard and 2nd Street East;  
64th Avenue between Gulf Winds Drive and 430 64th Avenue;  
Gulf Winds Drive between 2nd St. East and 71st Avenue;  
64th Avenue to 67th Avenue between Sunset Way and Gulf Boulevard;  
71<sup>st</sup> Avenue between Beach Plaza and Coquina Way

72<sup>nd</sup> Avenue between Sunset Way and Gulf Boulevard;  
 Sunset Way between 22<sup>nd</sup> Avenue and 26<sup>th</sup> Avenue;  
 Sunset Way between 28<sup>th</sup> Avenue and 30<sup>th</sup> Avenue;  
 Sunset Way between 64<sup>th</sup> Avenue and 67<sup>th</sup> Avenue;  
 Sunset Way between 68<sup>th</sup> Avenue and 70<sup>th</sup> Avenue;  
 Sunset Way between 71<sup>st</sup> Avenue and Corey Avenue;  
 1<sup>st</sup> Street West between 31<sup>st</sup> Avenue and 32<sup>nd</sup> Avenue; and  
 1<sup>st</sup> Palm Point Street between 64<sup>th</sup> Avenue and 6422 1<sup>st</sup> Palm Point  
 78<sup>th</sup> Avenue to 87<sup>th</sup> Avenue between Blind Pass Road and Boca Ciega  
 Drive; and Corey Circle.

14. Parking on each side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

Pass-A-Grille Way between 13<sup>th</sup> Avenue and 32<sup>nd</sup> Avenue;  
 30<sup>th</sup> Avenue between Sunset Way and the beach;  
 31<sup>st</sup> Avenue between Sunset Way and Pass-A-Grille Way;  
 Sunset Way between 26<sup>th</sup> Avenue and 28<sup>th</sup> Avenue  
 2<sup>nd</sup> Street West;  
 Cabrillo Avenue West of Gulf Boulevard;  
 West Maritana Drive between Casablanca Avenue and Alhambra Street;  
 37<sup>th</sup> Avenue between Gulf Blvd. and East Maritana Drive;  
 El Centro between 37<sup>th</sup> Avenue and 35<sup>th</sup> Avenue  
 Belle Vista Drive between 44<sup>th</sup> Avenue and Belle Vista Drive East;  
 44<sup>th</sup> Avenue between Gulf Boulevard and Moody Street;  
 45<sup>th</sup> Avenue between Gulf Boulevard and 2<sup>nd</sup> Street East;  
 46<sup>th</sup> Avenue between Gulf Boulevard and Mirabella Court;  
 46<sup>th</sup> Avenue between Plaza Way and Boca Ciega Isle Drive;  
 Punta Vista Drive;  
 Boca Ciega Isle Drive between Plaza Way and 520 Boca Ciega Isle Drive;

52nd Avenue between Gulf Boulevard and the beach;  
55th Avenue between Gulf Boulevard and Aloha Drive;  
Aloha Drive;  
59th Avenue between Gulf Boulevard and Bimini Way;  
Gulf Winds Drive between 2nd St. East and 60<sup>th</sup> Avenue;  
64th Avenue between 1st Palm Point Street and 425 64th Avenue;  
64th Avenue between Gulf Blvd. and Gulf Winds Drive;  
67th Avenue between Gulf Boulevard and Gulf Winds Drive;  
Sunset Way between 70th Avenue and 71st Avenue;  
1st Street East between Lido Drive and 45th Avenue;  
2nd St. East between Lido Drive and 45th Avenue; and  
2nd St. East between 60th Avenue and 59th Avenue.

15. Parking on one side of the following city streets shall be limited to the time for which payment of the parking fee has been made, between the hours of 8:00 a.m. and 8:00 p.m. every day, as designated on the city parking maps:

East Side of Pass-a-Grille Way between 1st Avenue and 7th Avenue;  
Casablanca Avenue between Pinellas Bayway and Cabrillo Avenue;  
49th Avenue;  
51st Avenue between Gulf Boulevard and the beach;  
67th Avenue between Beach Plaza and Sunset Way;  
Sunset Way between 68th Avenue and 70th Avenue;  
Gulf Winds Drive between 64th Avenue and 2nd St. East;  
64th Avenue between Gulf Boulevard and Sunset Way;  
Sunset Way between 64th Avenue and 66th Avenue;  
66th Avenue between Gulf Boulevard and Sunset Way; and  
Sunset Way between 75th Avenue and 73rd Avenue.

16. Parking on each side of the following city streets shall be limited to the time for which payment of the parking fee has been made, between the hours of 8:00 a.m. and 8:00 p.m. every day, as designated on the city parking maps:

Gulf Way;

Pass-a-Grille Way between 7th Avenue and 12th Avenue unless otherwise posted;

9th Avenue between Gulf Way and Pass-a-Grille Way;

West Maritana Drive between Gulf Boulevard and Casablanca Avenue

Beach Plaza between 67th Avenue and 70th Avenue;

75th Avenue from Gulf Boulevard to Sunset Way;

17. Parking on the north side of 10th Avenue between Gulf Way and Pass-a-Grille Way shall require a "4R" permit for parking at any time every day, or shall be limited to patrons of the museum, unless otherwise posted, as designated on the city parking maps.

18. Parking on the following city streets and parking lots shall be limited as hereafter designated, as shown on the city parking maps:

Lazarillo Park - Parking shall be for park users only;

Lido Park - 45th Avenue Lot - Parking shall be for park users only;

Lido Park - 46th Avenue Lot - Parking shall be for park users only, with the exception of four parking spaces designated "B" permit required from 8:00 a.m. to 8:00 p.m.;

Don Boat Ramp - "T" permit required with attached boat trailer, or any vehicle with attached boat trailer subject to payment of designated parking fee from 8:00 a.m. to 8:00 p.m. at the parking spaces designated for "Vehicles with Attached Boat Trailer Only".;

County Park - Parking is subject to payment of designated parking fee at any time;

44th Avenue parking lot - Parking spaces designated "3R-B" permit required from 8:00 am to 8:00 pm;

Ron McKenney Park - Parking shall be for park users only;

Sunset Park - "B" permit required from 8:00 a.m. to 8:00 p.m. on the waterfront side; parking on east side spaces are subject to payment of designated parking fee from 8:00 am to 8:00 pm.

Egan Park/Captiva Circle:

North side: No parking.

Egan Park Southeast gravel lot: spaces designated for vehicle with attached boat trailer only. "T" permit required with attached boat trailer, or

any vehicle with attached boat trailer subject to payment of designated parking fee at any time.

Egan Park Southwest gravel lot: Parking available for parking users and car parking. No overnight parking between the hours of midnight and 6 am.

Egan Park- 10 Spaces at Egan Park designated for park users only

South side of Captiva Circle - Designated "No Parking Anytime."

Don Vista parking lot:

South side: Don Vista parking only; and

North side: 15 spaces, Don Vista parking only.

19. Parking in the locations designated on the following city streets shall be limited to 15 minutes, as designated on the city parking maps:

Corey Avenue parking spaces directly in front of the post office.

20. The following city streets shall require a "B" permit for parking from 9:00 a.m. to 9:00 p.m. Saturdays, Sundays and holidays on each side of the street, as designated on the city parking maps:

64th Avenue between 425 64th Avenue and the east end of 64th Avenue;

67th Avenue between Gulf Winds Drive and Bay Street;

Bay Street between Gulf Winds Drive and 64th Avenue; and

First through Fourth Palm Points Streets, and

21. The following city streets shall require a "B" permit for parking from 9:00 a.m. to 9:00 p.m. Saturdays, Sundays and holidays on one side of the street, as designated on the city parking maps:

Gulf Winds Drive between 64th Avenue and Bay St;

64<sup>th</sup> Avenue from Gulf Winds Drive to 345 64<sup>th</sup> Avenue

21. The following city streets shall require a "3R-D" permit for parking at any time every day on one side of the street, as designated on the city parking maps:

East Maritana Drive between 37th Avenue and Pinellas Bay way;

West Maritana Drive between Alhambra Street and South Maritana Drive;

South Maritana Drive between West Maritana Drive and Granada Street;

Casablanca Avenue between 37th Avenue and Pinellas Bay way;

36th Avenue between Gulf Blvd. and East Maritana Drive;



37th Avenue between Gulf Blvd. and El Centro;

Alhambra Street between West Maritana and West Debazan Avenue;

West Debazan Avenue between East Debazan Avenue and South Maritana Avenue;

East Debazan between Casa Blanca Avenue and South Debazan Avenue;

South Debazan Avenue between West Debazan Avenue and East Debazan Avenue;

Alfonzo Street between West Maritana Drive and West Debazan Avenue;

Don Jose Street between South Debazan Avenue and South Maritana Drive

Granada Street between East Debazan Avenue and East Maritana Drive;

and

Barcelona Street between East Debazan Avenue and East Maritana Drive.

22. The following city streets shall require a "B", "4R", or "4B" permit for parking from 8:00 a.m. to 8:00 p.m. every day on one side of the street, as designated on the city parking maps:

15th and 16th Avenue between Gulf Way and Pass-a-Grille Way

23. Parking on the east side of Gulf Way between 9th and 10th Avenue shall be designated for Golf Cart Parking Only.

24. The streets ends east of Pass-a-Grille Way shall be designated as No Parking on the north side and 4R permit parking the south side, between 30th Avenue and 14th Avenue, except for 22nd Avenue.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

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

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

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

ATTEST:

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Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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Andrew Dickman, City Attorney