



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, May 11, 2021
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations
 - a. **2021 National Water Safety Month Proclamation**
Proclaiming May as National Water Safety Month
 - b. **Eagle Scout Project Update**
Patrick Sullivan will provide an update on his Eagle Scout Project in the City.
2. Changes to the Agenda
3. Audience Comments - **Comments shall be limited to 3 minutes per person**
4. Consent
 - a. **April 13, 2021 City Commission Minutes**
 - b. **Approval of Appointment to General Employees' Pension Board of Trustees**
 - c. **Ratification of Appointment of the Fifth Trustee to the Fire Pension Board**
 - d. **Fire Pension Board of Trustees Appointment**
 - e. **Warren Webster Flooring Replacement**
 - f. **TLC Diversified LS 4 Construction**
5. Ordinances
 - a. **Final Reading Ordinance 2021-10: Fire Pension Multiplier**
AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR INCREASE IN THE CITY FUNDED BASE MULTIPLIER; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to adopt Ordinance 2021-10.

6. Resolutions

a. Resolution 2021-11: Conditional Use Permit for Offsite Parking -Tradewinds and Hotel Zamora

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A RENEWAL OF THE CONDITIONAL USE RESOLUTION 2019-02 FOR AN OFF-PREMISE PARKING LOT FOR THE PROPERTY LOCATED AT 3815, 3855, 3859 AND 3861 GULF BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to continue Resolution 2021-11 to the May 25, 2021 City Commission meeting.

7. Items for Discussion

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

9. 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.

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present, or do not feel comfortable appearing in person, due to COVID-19. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 5:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 1:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 1:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

In your three (3) minute or less comment, please be sure to include your name and address for the record.

The public is cordially invited to attend this meeting.

All agenda material is available for review at City Hall or www.stpetebeach.org.



PROCLAMATION

2021 National Water Safety Month Proclamation City of St Pete Beach, Florida

Whereas: the citizens of St. Pete Beach recognize the vital role that swimming and aquatic-related activities relate to good physical and mental health and enhance the quality of life for all people; and

Whereas: the citizens of St. Pete Beach understand the essential role that education regarding the topic of Water Safety plays in preventing drowning and recreational water-related injuries; and

Whereas: the City of St. Pete Beach is aware of the contributions made by the recreational water industry, as represented by the National Recreation & Park Association in developing safe swimming facilities, aquatic programs, and related activities providing healthy places to recreate, learn and grow, build self-esteem, confidence and sense of self-worth which contributes to the quality of life in our community; and

Whereas: the citizens of St. Pete Beach recognize the ongoing efforts and commitments to educate the public on pool safety issues and initiatives by the recreation and parks industries; and

Whereas: the citizens of St. Pete Beach understand the vital importance of communicating Water Safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to our beaches.

NOW, THEREFORE, IT IS RESOLVED THAT I, Al Johnson, Mayor, City of St Pete Beach, Pinellas County, Florida do hereby proclaim May 2021 as

“National Water Safety Month”

Witness my hand and the seal of the City this 11th day of May 2021

Mayor Alan Johnson

DRAFT
City Commission Meeting
April 13, 2021
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney— (appeared via telephone)
Amber LaRowe, City Clerk
Vince Tenaglia, Assistant City Manager

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

1. PRESENTATIONS

Vince Tenaglia, Assistant City Manager, presented the City of St. Pete Beach Financial Audit Report for Fiscal Year Ending September 30, 2020. He noted that the City is in a good financial position. Mr. Tenaglia discussed the net revenue, utilities, pensions, and the summary of property values.

Zach Chalifour, CPA with James Moore Certified Public Accountants and Consultants gave a presentation to the Commission on the Annual Audit for the September 30, 2020 year-end. A copy of the presentation is made a part of the minutes. The City received an unmodified opinion; this is an opinion that means the financial statements are presented fairly, in all material respects, and in accordance with applicable financial reporting framework. Mr. Chalifour addressed the fund balance and compared the prior two fiscal years with the 2020 fiscal year.

The Commission was complimentary of the finance team on the preparation of the Comprehensive Annual Financial Report (CAFR); they all enjoyed reading through it and found the information very valuable.

The City Clerk will distribute a copy of the presentation made by Mr. Chalifour.

2. CHANGES TO THE AGENDA

Mayor Johnson asked for an addition to the Agenda as item 6 a. Fence Restrictions; to discuss an email that was received.

Commissioner Pletcher asked for an addition to the Agenda as item 6 b. Pass-A-Grille Overlay.

3. AUDIENCE COMMENTS

Carrie Ruckdeschel, resident, spoke regarding the comments by the Commission at the March 23rd meeting as it related to single use plastics and plastic straws. She opined that the best way to get the public and businesses on board is with an ordinance. When an ordinance is adopted, the Suncoast Rise Against Plastics organization will provide education to the public and businesses alike but prefer that an ordinance is in place before they do so.

Ms. Ruckdeschel then addressed safety concerns along Boca Ciega Drive, stating that her and her children are

almost struck by a car daily. She asked the Commission to look into some traffic calming devices and to do their due diligence in regarding to the traffic along this road.

Ron, resident, echoed Ms. Ruckdeschel's concerns about the traffic issues, speeding, and careless driving along Boca Ciega Drive.

Phil Smithers, resident, stated that the traffic issues along Boca Ciega Drive are worrisome; he asked the City to study the traffic and do something to calm the speeding down.

David Nixon, resident, asked Mike Clarke, Public Works Director, about who keeps stopping the baffle box and check valve at 36th Street [Avenue]. He also asked for copies of any transcripts of decisions of baffle boxes and check valves on 36th Street [Avenue]. He then asked Vice Mayor Friszolowski about the discussions at the last Don CeSar Neighborhood meeting that he attended; specifically related to the breach in the seawall at E. Maritana. Mr. Nixon questioned why the City has not fixed this breach. Mr. Nixon followed up with making a request for transcripts from the City for a Bay News 9 interview/meeting by Joshua Rojas approximately two years ago. His final request was for copies of any seawater rise or any flood mitigation projects and costs to the City that have been completed over the last three years in any neighborhood. The City Clerk acknowledged Mr. Nixon's requests and informed him that she would follow up as soon as she could.

Ken F., resident, commented on the flooding in the Don CeSar neighborhood; he requested a meeting with the residents of the neighborhood to discuss the flooding issues.

Vice Mayor Friszolowski asked for an update at the next Commission meeting in regard to projects that have been approved [for flood mitigation, sea rise, etc.] with a time table on construction, start, and end times.

Mayor Johnson would like to have a workshop with the residents of the Boca Ciega neighborhood to discuss the traffic issues as expressed tonight. The Commission agreed that they would like a workshop for that neighborhood as well as with the residents in Don CeSar Place to discuss flooding.

City Manager Rey stated he will provide a detailed work scope, money budgeted, and timeline as soon as possible.

Commissioner Grill discussed the traffic issues throughout the entire City, suggesting a review of short-term solutions and long-term solutions was necessary.

Commissioner Graus opined the use of speed bumps, humps, or tables may be the easiest solution to assist with safety concerns.

4. CONSENT

- a. Minutes: March 9 Executive Session, March 9 Commission Meeting, March 23 Commission Meeting
- b. July 4th Fireworks
- c. Annual Asphalt Patching Contract Award
- d. Cost Estimate for Electrical Undergrounding Project with Charter Spectrum

Motion: Vice Mayor Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the April 13, 2021 Consent Agenda as presented by the City Manager.

5. ACTION ITEMS

a. Force Main 1 Preliminary Design Report

City Manager Rey discussed the map on page 52 of the Agenda. This map outlines the existing force main, as well as the two alternatives. The Task Order is for the Consultant to prepare a preliminary design report and route analysis for the replacement of this force main. The alternatives will be evaluated based on existing and future flow conditions. No condition assessment will be completed under this scope of work; however, the preliminary design report performed under this scope will incorporate the findings of the force main assessment that was completed in 2017. Typically these force mains have a life span of seven years and it is necessary that the City plans accordingly. This force main is the sole disbursement of sewer from the City to the Treatment Plant in St. Petersburg.

Motion: **Commissioner Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$92,219.00 for Force Main 1 Preliminary Design Report.**

b. Kimley-Horn and Associates Urban Design and Landscape Architectural Services

Mr. Rey addressed the map on page 62 of the Agenda. He discussed the traffic issues for pedestrians who walk along the west end of Corey Avenue. The Consultant will provide a conceptual design and 3-D modeling graphics for the beach walk. Mr. Rey noted that the area encompasses down to 67th Avenue (Upham Beach).

Motion: **Commissioner Grill moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to approve Urban Design and Landscape Architectural Services from Kimley-Horn and Associates in the amount of \$36,800.00.**

6. ITEMS FOR DISCUSSION

a. Fence Discussion *Added*

Mayor Johnson discussed the recent email that everyone received in regard to the maximum fence height allowable in waterfront yards. This resident would like to see an increase from 4 feet to 6 feet, all the way to the seawall. Several reasons for this request were cited such as the City not having a landscape height restriction, privacy, and safety.

City Manager Rey received a copy of the email and researched the height restrictions of landscaping. He stated that the City does have height restrictions; however, they are in a different section of the Code. Staff will be doing research to understand the Code, the intent, and if necessary, move or add to other applicable section(s).

Vice Mayor Friszolowski and Commissioner Grill discussed the privacy issue as mentioned by the resident. Discussion continued amongst the Commission and staff, noting that the resident seems most concerned with privacy.

Commissioner Grill suggested an administrative variance; however, the Commission pointed out that if that were issued, it would affect residents who purchase that property or next door to that property in the future. The intent of the height restrictions is to not impose a blocked waterfront view upon all neighbors. Mr. Rey will provide an email to the Commission upon review of the Code.

b. Pass-A-Grille Overlay Discussion *Added*

Commissioner Pletcher discussed the design elements of Pass-A-Grille (PAG). A new house was recently built in PAG but the setback in the rear-yard did not seem to comply. She discussed the different design elements that were approved and discussed for PAG specifically; however, the setback to the rear-yard either was not discussed or not articulated appropriately for the Form Based Code. The City is investigating what happened and when. Commissioner Pletcher discussed adopting a moratorium on Form Based Codes on waterfront and gulf front properties in Pass-A-Grille; the Commission was in agreement.

Attorney Dickman will be drafting a resolution for the moratorium to be presented at the next meeting.

City Manager Rey stated that the Community Development Department is aware and is researching and working to correct the issue.

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

Amber LaRowe, City Clerk—discussed the recent resignation of James Kopco from the Fire Pension Board. The Plan Administrator is taking the names of those not chosen at the last Commission meeting and bringing them forward to the Fire Pension Board for appointment of the 5th Trustee. Once done, she will forward the remaining names back to the City Clerk for the Commission to review and appoint a person to the Board in the vacant seat. This will be done in May.

Alex Rey, City Manager—asked Mr. Tenaglia to speak on utility billing refunds.

Vince Tenaglia, Assistant City Manager—discussed the process for utility billing crediting. He will be working on a policy for refunding reclaimed water that is unavailable to residents. Unavailability could mean that there is a drought, a pipe break, or malfunction. Mr. Tenaglia addressed a recent construction incident that caused reclaimed water to be unavailable; this incident caused staff to consider a policy for potential future issues so that it can be addressed consistently.

Attorney Dickman—will be drafting the moratorium resolution for the next meeting.

Commissioner Pletcher—commented on the Vina Del Mar Community Garage Sale this weekend; it was well received and well attended.

She suggested that Code Enforcement utilize a boat to review docks in the City that are non-compliant.

Vice Mayor Friszolowski—stated that Lynda Fontana, Beach Stewardship Committee, is stepping down. Mr. Friszolowski will be appointing Michael Welch to serve as her replacement. The City will draft a thank you letter to Ms. Fontana for her service.

He discussed dogs on the beach and the complaints from people, especially dogs not on a leash. Discussion ensued amongst the Commission on this topic with various ideas suggested such as increase of fines and warnings no longer being issued.

Commissioner Grill—discussed the Three Palms Point Community Garage Sale this weekend, it had a great turnout.

He mentioned the reclaimed water line that recently broke near his neighborhood and commented how quickly it

was repaired by both the County and the City.

Mayor Johnson—mentioned that the Resolution for Home Rule that was approved at the last meeting was signed and distributed, noting that the current Legislative Session ends soon.

In regard to the receipt of anonymous letters, Mayor stated that if they are not signed, then the issues, comments, and thoughts cannot be addressed or followed up on.

Mayor will be featured on AM 970 WFLA News to discuss the upcoming projects in the City.

Mayor Johnson adjourned the meeting at 7:57 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Approval of Appointment to General Employees' Pension Board of Trustees

Date: May 11, 2021

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: The term for Samantha Brem, Commission approved appointment of the General Employees' Pension Board of Trustees, expired February 2021. At the April Pension Board meeting, the Board voted unanimously to nominate Laura Williamson for a term to end in February 2023.

The Code of Ordinances outlines this trustee position as a nomination made by the other trustees and approved by the City Commission.

Funding: NA

Requested Motion: I move to approve the nomination of Laura Williamson to the General Employees' Pension Board of Trustees.

Attachments:

1. SPB General, 5th Member of the Board, Appointment
2. Laura Williamson Resume

From: [Kim Kilgore](#)
To: [Amber LaRowe](#)
Cc: [Ginny Bodkin](#)
Subject: SPB General, 5th Member of the Board, Appointment
Date: Tuesday, April 20, 2021 10:39:38 AM
Attachments: [Laura Williamson Resume\[8652\].pdf](#)

CAUTION: This message has originated from **Outside of the Organization**. **Do Not Click** on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

Good morning,

Laura Williamson has been appointed by the General pension board as the 5th trustee at their last week's meeting.

Can you please add to the next commission meeting for her appointment to be ratified.

Thank you,
Kim

Kim Kilgore, *Plan Administrator*



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Cape Coral, FL 33904

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Laura A. Williamson

St. Pete Beach FL

Philadelphia PA

laura.wmson4@gmail.com

[linkedin.com/in/laurawmson4](https://www.linkedin.com/in/laurawmson4)

Cross-disciplinary leadership ~ Financial and operations management
Governance in corporate and nonprofit realms ~ Investment oversight

Directorships

The Barra Foundation Board (Investment Comm Chair)	2015 - Present
The Stoneleigh Foundation Board (Finance Comm Chair)	2019 - Present
ECFMG Investment Committee	2020 - Present
Philadelphia Futures (President, Treasurer, Volunteer)	2006 - 2018

Career

The Glenmede Trust Company, NA – Philadelphia, PA	1993 - 2018
Chief Operating Officer	2006 - 2018
Chief Financial Officer	2001 - 2006
VP Finance and Accounting roles	1993 - 2001

Glenmede is a privately-held investment and wealth management firm serving families, foundations, and other institutions with AUM of \$40 billion and revenue of \$200 million.

COO Role Summary: Senior executive responsible for finance, middle- and back-office operations, human resources, technology, facilities, and Board governance. Accomplished business leader in strategic planning and execution, compensation and financial management through multiple economic cycles, capital & liquidity management, internal controls, risk, and complex project oversight. Senior member of CEO's Management Committee. Human Resources responsibility included oversight of \$200 million 401k plan and \$100+ million in pension, medical and non-qualified retirement plans.

EY, LLP – Philadelphia, PA 1989 - 1993

Role Summary: Executed audit engagements and devised control improvements for private, Fortune 500, and non-profit organizations across a spectrum of industries including financial services, healthcare, and arts & culture.

Education and Certifications

The Wharton School of The University of Pennsylvania, MBA 2002
Bucknell University, BS in Business Administration - Magna Cum Laude 1989
Certified Public Accountant, Commonwealth of PA - license active since 1991
AIPCA Not-for-Profit Certificate I

Personal

Traveler, Runner, Pilates Enthusiast, Auntie

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Ratification of Appointment of the Fifth Trustee to the Fire Pension Board

Date: May 11, 2021

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: The term for Keith Beattie, fifth trustee of the Fire Pension Board of Trustees, expired in May 2021. At the April Pension Board meeting the Board voted unanimously to appoint Phil Milner for a term to end in May 2023.

The Code of Ordinances outlines the fifth trustee appointment as follows: the fifth trustee is chosen by a majority of the other four trustees, and their name is submitted to the City Commission. Upon receipt of the fifth trustee's name, the City Commission, shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth trustee.

Funding: NA

Requested Motion: I move to ratify the appointment of Mr. Phil Milner to the Fire Pension Board of Trustees.

Attachments: 1. SPB Fire Pension Board, 5th Member of Board

From: [Kim Kilgore](#)
To: [Amber LaRowe](#)
Cc: [Ginny Bodkin](#)
Subject: SPB Fire Pension Board, 5th Member of Board
Date: Monday, April 19, 2021 11:10:30 AM

CAUTION: This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

Good morning,

Phil Milner has been appointed by the Fire board as the 5th trustee at their last week's meeting.

Can you please add to the next council meeting for his appointment to be ratified.

Thank you,
Kim

Kim Kilgore, *Plan Administrator*



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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Fire Pension Board of Trustees Appointment

Date: May 11, 2021

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: On March 9, 2021 the City Commission appointed James Kopco to the vacant trustee position for the Fire Pension Board. Since then, Mr. Kopco resigned. On April 21, 2021 the City Clerk reached out to Mr. Chris Core, Mr. Lance Langsford and Mrs. Debbie Elder to ask if they were still interested in fulfilling the vacancy. Mr. Chris Core and Mr. Lance Langsford withdrew their applications. Mrs. Elder replied and stated she is willing to serve as a trustee to the Fire Pension Board.

Funding: NA

Requested Motion: I move to appoint Debbie Elder to the Fire Pension Board of Trustees with a term ending May 2023.

Attachments: 1. Elder

**CITIZEN TALENT BANK APPLICATION
CITY OF ST. PETE BEACH**

If you are interested in serving the City either as a Board or Committee member, a poll worker or a volunteer, please select any of the following options. You MUST be a city resident in order to serve as a Board or Committee member.

If you need information on voter registration, please call: 727-464-3551

My preferences are:

☐ Beach Stewardship Committee	☐ Historic Preservation Board
☐ Board of Adjustment	☐ Library Advisory Board
☐ Code Enforcement	☐ Planning Board
☐ Finance and Budget Review Committee	☐ Police Pension Board
☒ Fire Pension Board	☐ Recreation Advisory Board
☐ General Pension Board	☐ City Volunteer
☐ Election Poll Worker: Call 464-6108	☐ Hurricane Response Team

Other: _____

Explain:

I am interested in getting more involved in the community by serving on the Fire Pension Board. We moved to St. Pete Beach March 2020, but we are not strangers here. My husband is Mike Elder, one of the district chiefs for the fire dept. I am familiar with fire pensions from a consumer and contributor perspective. I have a BS in Business and a MPH in Health Care Administration. I am a US Navy Veteran and I manage an IT Department at Ceridian where I have worked for the last 19 years. I look forward to serving and assisting where needed.

Please complete the following information:

Name: Debra (Debbie) Elder

Street Address: 6350 4th Palm Pt
St. Pete Beach, Florida 33706

Mailing address if different from above:

Phone No. () 813-713-2154 - M or 727-289-2413 - H

E-mail: debbiecelder@aol.com

Fax No. () _____

Work No.: 727-385-8781

Please return this form to:

City Clerk
155 Corey Avenue
St. Pete Beach, FL 33706
(727) 363-9220 Office
(727) 363-9236 Fax

Email: cityclerk@stpetebeach.org

Debra C. Elder, MPH

6350 4th Palm Pt, St Pete Beach, FL 33706

Phone: 813/713-2154

E-mail: debbieelder@aol.com

Highlights of Qualifications:

- Masters degree in public health in healthcare organization and management
- Twenty-six years progressive experience in Payroll administration/Benefits/EAP/Provider/outsourcing settings
- Nineteen years progressive experience as business systems liaison
- Sixteen years of personnel management (nine years in remote work setting)
- Six Sigma - Green Belt Certified and Black Belt Trained
- Detailed knowledge of Healthcare/ Benefits /EAP/Payroll administration and practices
- Extensive team management, project management and implementation experience
- US Navy Veteran

Professional Experience:

Ceridian, St. Petersburg, Florida

April 2002 – Present

Global Human Resources, Payroll, Benefits & Payment Solutions

Development Manager Business Intelligence (September 2011 – present)

- Direct, organize and lead a team of Architects, Project manager, and developers in the implementation and use of Business Intelligence (BI) software tools and systems
- Responsible for hiring FTEs and contractors and managing all resources as required based on project needs.
- Responsible for forecasting and budget for all resources/contractors on team (Budget exceeding 1.5 million dollars)
- Responsible for project delivery and on-going support of BI solutions
- Lead a development team of onsite and offshore resources (US, India, Canada) and manage tasks thru the team's Shared Support organization
- Serve as a liaison between business units, technology teams and support teams
- Collaboration with business management in setting the technology direction and objectives; prioritizing business needs and formulating plans to deliver on those commitments
- Determine and lead integration with existing systems; work with business and IT to gather required data from multiple systems and platforms
- Overseeing the ongoing development and operations of a business intelligence architecture that enables fact-based decision making and ad hoc analysis and insight generation
- Advising and educating management on BI system importance and impact

Project Manager/ Product Owner, Military OneSource - EAP (December 2008- October 2011)

- Owned the long-term vision and short term focus for the Military portfolio product with regard to interaction between Military business and IT
- Gathered Military product input and requests from both internal and external customers
- Responsible for prioritization of IT deliverables representing the Military OneSource business community
- Maintained product backlog of IT development requests
- Responsible for working with Quality Leadership/Contracting Office to ensure application data and processes support all contractual compliance obligations
- Partnered with Service Delivery Managers/Directors/Vice President to prioritize and manage change requests, projects and initiatives.
- Partnered with Technology managers to coordinate scheduling, development, resources and delivery of projects and initiatives
- Partnered with internal teams to identify opportunities for process improvements and implementing best practices
- Provided strategic direction and planning for development team related to business needs
- Managed requirements, scope and change for small, medium and large projects with regard to system support
- Managed technology communications to user community
- Communicated needs, timelines and status with Management, Development team, Business Analysts, and user community
- Aligned with internal resources to ensure the reporting and analytic tools are successfully incorporated into internal business processes
- Responsible for business validation and user acceptance of system updates and enhancements

Service Delivery Manager, Military OneSource - EAP (December 2005- December 2008)

- Responsible for managing masters level mental health consultants (76) in an EAP (Employee Assistance Program) environment
- Responsible for managing the effective and efficient Service Center performance
- Managed the performance management process, including personal and professional development
- Representative and project lead for Military OneSource service delivery on numerous project improvements/growth initiatives

Health and Welfare Implementation/Account Manager (April 2002-December 2005)

- Responsible for managing client partnerships, identifying new business opportunities and ensuring client satisfaction of major client accounts with annual revenue exceeding \$1.9 million
- Responsible for managing the implementation process for new clients
- Identified, analyzed, and translated client's benefit needs into actionable plans for system developers
- Managed all annual and ongoing enrollment related projects across multiple departments and external vendors
- Demonstrated in-depth knowledge of benefit technology systems and develop recommendations for system enhancements
- Monitor client organizational issues (mergers/acquisitions, etc.) and forecast potential effects on revenue, project operations and communication materials

HealthPlan Services, Tampa, Florida

July 1998 – Aug 2001

Third Party Health care administrator

Client Server Manager/Business Analyst

- Analyst for Information Technology department
- Identified, analyzed, and translated customer's business needs into actionable plans for client-server/mainframe developers
- Responsible for creating and analyzing data intensive reports for various client server applications
- Responsible for presentations/training to external/internal customers on system capabilities and functions
- Responsible for analyzing, implementing testing and quality control programs to maintain data integrity.
- Managed all facets of production with compliance, legal, information technology, administration, management, and insurance carrier partners
- Served as dedicated member of Integrated Voice Response (IVR) steering committee

Debra C. Elder, MPH
HealthPlan Services, Tampa, Florida
Manager, Customer Service

Manager of administrative insurance customer service team

- Managed 15 people, 50,000 policies, consisting of health, group term life, voluntary term life, disability, and dental insurance policies
- Responsible for billing inquiries and billing resolution for insurance policies
- Responsible for hiring, training, and coaching team
- Responsible for exception request and refund approval
- Responsible for team compliance with administrative insurance guidelines
- Point of contact for agent distribution, agents, employers, and individual policyholders
- Served as dedicated member of Carrier Cancel/Rewrite team, responsible for The Mutual Group's (TMG) exit from the market, TMG policies rolling to new insurance carrier, Midwestern United (MWU) and MWU's exit from the market

U.S. Naval Hospital, Keflavik, Iceland

Nov 1996 - Jan 1998

Member of Department of Defense Civilian Service

Health Benefits Advisor

- Implemented the TRICARE Europe program in Iceland
 - Responsible for all marketing measures involved in the implementation process
 - Within 6 months, 90% of eligible population was enrolled in the program.
 - Performed group and personal presentations for over 3000 personnel
- Single point of contact on matters relating to all health benefits programs available to U.S. armed forces active duty, retired, and eligible family members.
- Served as liaison for Icelandic health care providers and U.S. Naval Hospital:
 - Maintained and updated health care provider network
 - Provided guidance, interpretation, and updates of regulatory requirements to Icelandic civilian physicians, hospitals, and nursing facilities.
 - Scheduled referral appointments at civilian medical facilities in the Icelandic community
 - Conducted claim filing for Icelandic providers of CHAMPUS/TRICARE beneficiaries
- Assisted DOD civilian employees with claim filing to insurance agents

Primary Medical Care, Dade City, Florida

June 1995 - July 1996

Locally owned Family Practice and Pediatric Center: consisted of 6 offices and 6 physicians

Health Care Administrator

- Supervised 15 para-professional medical personnel to include: LPN's, MA's, CNA's
- Served as contract liaison between insurance companies and physicians:
 - Collected physician credentials and supplied to insurance agencies/hospitals
 - Scheduled, prepared, and assisted insurance representatives in insurance audits
 - Maintained office files containing insurance information, correspondence, and reports
- Conducted training of OSHA requirements for personnel, and responsible for staff compliance of OSHA requirements
- Patient contact representative- provided patient guidance with health plan benefits and assisted with billing/claims processing

U.S. Navy – Active Duty

May 1990 – Oct 1994

Assigned to duty stations below - Preventive Medicine Technician

Navy Environmental Preventive Medicine Unit, San Diego, CA (June 1993 –Oct 1994)

Naval Hospital, Long Beach, CA (Sept 1991 – June 1993)

Naval Hospital, Oakland, CA (Dec 1990 – Aug 1991)

Naval Hospital, Great Lakes, IL (July 1990 – Dec 1990)

- Conducted over 150 communicable disease interviews and 15 epidemiological investigations
- Conducted over 330 sanitation and safety inspections of various facilities
- Assisted in mass immunizations of over 10,000 personnel
- Coordinated the ordering of supplies for medical staff of 45 personnel
- Provided training to over 1500 personnel in medical related fields
- Conducted over 50 Environmental Health Surveys of Navy vessels
- Designed and coordinated two retirement ceremonies and one change of command ceremony
- Admitted and discharged patients and performed insurance verification on patients
- Completed patient vital signs and medical history

Education:

Masters in Public Health, Health Care Organization and Management, University of South Florida, 2001

Bachelors in Science, Business Management, University of Maryland, 1998

Systems/Computer Knowledge	Professional Training
Zoom	Six Sigma – Green Belt Certified and Black Belt trained
Ms Office: Access, Excel, Word, PowerPoint, Project, Exchange, Outlook, SharePoint, Teams	Scrum Master trained
Internet: Explorer, Edge, Netscape, Firefox, Chrome, Safari	Leadership Development Training
Visio	Integrated Voice Response training – Talx Institute
Microsoft Dynamics CRM	Preventive Medicine Instructor
Adobe Reader/Writer	Certificate for training in Total Quality Leadership
Familiar with Frontend Microsoft BI software tools and systems (SQL Server Reporting Services (SSRS), SQL Server Integration Services (SSIS), SQL Server Analysis Services (SSAS), PowerBI, SharePoint, Performance Point, Threat Management Gateway (TMG))	
Team Foundation Server	

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Warren Webster Flooring Replacement

Date: May 11, 2021

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The flooring at the Warren Webster Building was destroyed by Tropical Storm Eta. They have since been removed and the concrete sub floor remains. The decision to replace the terrazzo floors was recommended for the historic value and its durability to endure water intrusion.

Staff attended the Historic Preservation Board Meeting in February where the Board approved installing terrazzo floors. Bids were requested with only one received from Steward Mellon in the amount of \$38,289.00. Prior to the bid process, the City did receive a proposal from Finish Line Floors in the amount of \$44,100; however, they did not officially bid on the project.

Staff is recommending approval to accept the bid proposal from Steward Mellon in the amount of \$38,289.00

Funding: 301-8000-590-0037

Requested Motion: I move to accept the bid proposal with Steward Mellon to replace the flooring at the Warren Webster Building in the amount of \$38,289.00.

Attachments: 1. STEWARD MELLON AGREEMENT

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

2021 Terrazzo Flooring

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

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in 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 Vendor 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. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor 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 Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor 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) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor 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 Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor 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 Vendor, the Vendor 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 June 25, 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 Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement 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 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 here from 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 proposal (Exhibit "B")
- c. RFB (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:

Steward Mellon Company
Attn.: Catalina Naugle
5101 E. Hillsborough Ave
Tampa, FL 33610

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 until the completion date.

[SIGNATURE PAGE TO FOLLOW]

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

Steward Mellon Company

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

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”

(Place Vendor’s Proposal behind this page)



GRANITE • MARBLE • STONE
QUARRY TILE • CERAMIC TILE
TERRAZZO

Steward Mellon

P.O. Box 11248 • 5101 E. Hillsborough Ave
Tampa, FL 33680 • Tampa, FL 33610
PHONE: (813) 621-3577
FAX: (813) 620-1119

SEAMLESS INDUSTRIAL FLOORING
RESILIENT FLOORING • MASONRY
WALL COATINGS
ACID BRICK FLOORING
WALL COATING

TO:

City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, FL 33706

DATE 4/15/2021

BUILDING Warren Webster Comm Center

LOCATION St. Pete Beach

DRAWING BY _____

WE PROPOSE TO FURNISH AND INSTALL UNDER CONDITIONS SPECIFIED BELOW:

2021 Terrazzo Flooring

Pouring, grinding, grouting, and polishing 2271 SF area of terrazzo flooring (based on measurement of area in drawing provided)

PRICE: \$38,289

CONDITIONS GOVERNING THIS PROPOSAL (as applicable):

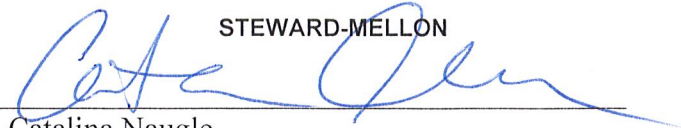
1. All electric current, sufficient lighting, water, heat, trash removal and hoisting facilities shall be furnished at no expense to us.
2. All the above conditions form the basis of our estimate and shall become a part of any subcontract entered into, even if not signed by the addressee and typed into the subcontract prepared by the addressee.
3. Progress billings will be billed monthly, due within 5 days, and the balance to be due upon completion. If progress and final payment are not received within ten (10) days after billing, interest shall accrue at the rate of 1 1/4% per month. This shall constitute the total agreement for payment on this project unless other means or methods are agreed upon in writing.
4. Any extras to this contract for which a stipulated sum cannot be arrived upon, shall be performed on a 'cost plus' basis, i.e. . . . labor cost, plus material cost, plus 25% markup for overhead, plus 10% markup for profit.
5. All work is to be performed during regular working hours (straight time), unless specifically included above.
6. Slab must be crack free in order for cement terrazzo to perform.
7. No baseboards are included.
8. Protection of finished floor to be provided by others.
9. Floor will be finished to 400 grit with 2 coats of sealer applied.
10. Natural marble aggregates included, no exotic chips.
11. We will provide a pigtail, someone else to provide, install, and remove a 60 amp, 220 single phase connection.
12. Pricing assumes 5/8" x 1/8" zinc divider strips.
13. No leveling included.
14. No removal or demo of existing flooring included.
15. No asbestos mitigation included.
16. This quote is a package deal and cannot be broken down.

COMPANY _____

ACCEPTED BY _____

STEWART-MELLON

BY


Catalina Naugle

PRINTED NAME

DATE

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in terrazzo installation.

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

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

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**2021 Terrazzo Flooring**" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

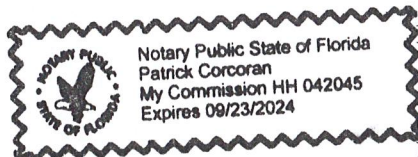
The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "**2021 Terrazzo Flooring**".

COMPANY: Steward Mellon Company DATE: 4/15/2021
ADDRESS: 5101 E. Hillsborough Avenue PHONE: 813-577-0050
BIDDER: Catalina Naugle NAME: Catalina Naugle Project Manager
(SIGNATURE) (PRINT NAME & TITLE)
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of APRIL, 2021, by CATALINA NAUGLE, who is personally known to me or has produced _____ as identification.

(SEAL)



Notary Public – State of Florida

Print, Type, Stamp, or Commissioned
Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. FEE SCHEDULE

Item	Description		List Price	Percentage Discount	Total
1	Design and Consultation		\$200		\$ 200
2	Products and Materials		\$11,355		\$ 11,355
3	Labor/Handling		\$16,534		\$ 16,534
4	Honing and Polishing		\$9,000		\$ 9,000
5	Shipping		\$1,200		\$ 1,200
Total					\$ 38,286

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified floor contractor to perform terrazzo installation. The floor will need to enhance Warren Webster's Community Center historic value and give it the durability that is legendary.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for terrazzo installation at Warren Webster Community Center.

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, , References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (kkapusta@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **4:00 PM EST on April 7th, 2021**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **April 16, 2021 at 10:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – **NO EXCEPTIONS**. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

STEWARD MELLON COMPANY

5101 E. Hillsborough Avenue

Tampa, FL 336120

813-557-0050

REFERENCES

Tampa International Airport

Randy Estacion

813-870-8740

REstacion@TampaAirport.com

Publix Supermarkets

Contractors:

Hawkins Construction

(727) 938-9719 info@hawkinsnet.com

HGR Construction

(407) 645-4447 info@hgrconstruction.com

Mcintyre, Elwell, & Strammer

(941) 377-6800

Countryside Library

Joan Weissman

(505) 379-4851

joan@joanweissman.com

HISTORY & PROJECTS

For over 100 years, Steward Mellon Company has completed sustainable projects for retail, hospitality, educational institutions and many other industries. Our award-winning work in terrazzo applications, precast, and aggregate, natural stone, as well as many other finishes provide incredible durability and longevity. We take honor in making sure projects are completed not only in a timely manner, but to our high standards.

We have received many awards for terrazzo projects since 2003, one of them being at the lobby of Opal Sands, the 230-room beachfront resort in Clearwater Beach, FL. Another project was at the Countryside Library in Clearwater, FL, where we installed a \$57,000 terrazzo floor that was commissioned as the Public Art component of the building. We are proud to have our work featured in many hospitals to provide easy maintenance and long-term durability. One of them being a \$75,000 project in the Advent Health Winter Garden. We also took pride in our \$120,000 project at the University of Tampa's Fine Arts Building, doing terrazzo installation in their upper and lower gallery as well as their stairs.

Steward Mellon has the capability of installing a quality floor while keeping in times with the era of the building and maintaining the building's integrity. Our employees, most who have been with the company over 10 years, have the knowledge and skillset to install, oversee, and manage the numerous projects that have come our way.

CLAIMS & DISPUTES

There have been no claims or disputes against our firm over the last five years. We are not presently in violations of any statute or regulatory rules that might have an impact on our operations.

BONDING

Our bonding capacity is \$5,000,000 and there is no history of claims against our previous bonds.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: Catalina Naugle Project Manager
(Print individual's name and title)

for: Steward Mellon Company
(Print name of entity submitting sworn statement)

at: 5101 E. Hillsborough Ave, Tampa, FL 33610
(Business address)

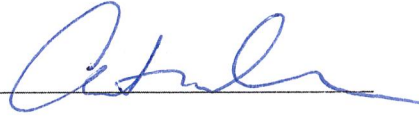
and (if applicable), its Federal Employer Identification Number (FEIN):

59-0523805
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

Catalina Naugle 
(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public

crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

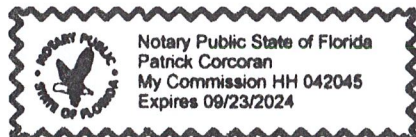
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA

COUNTY OF HENRIBOROUGH

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of APRIL, 2021, by CATALINA NANCIE, who is personally known to me or has produced _____ as identification.

(SEAL)



[Signature]
Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Hillsborough

I state that I Catalina Naugle of Steward Mellon Company,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

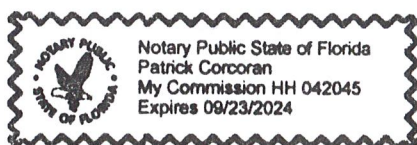
1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. Steward Mellon, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

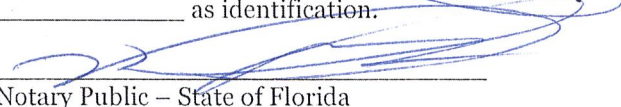
I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: Steward Mellon Company
Signed By: Catalina Naugle 
Print Name: Catalina Naugle

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of APRIL, 2021, by CATALINA NAUGLE, who is personally known to me or has produced _____ as identification.

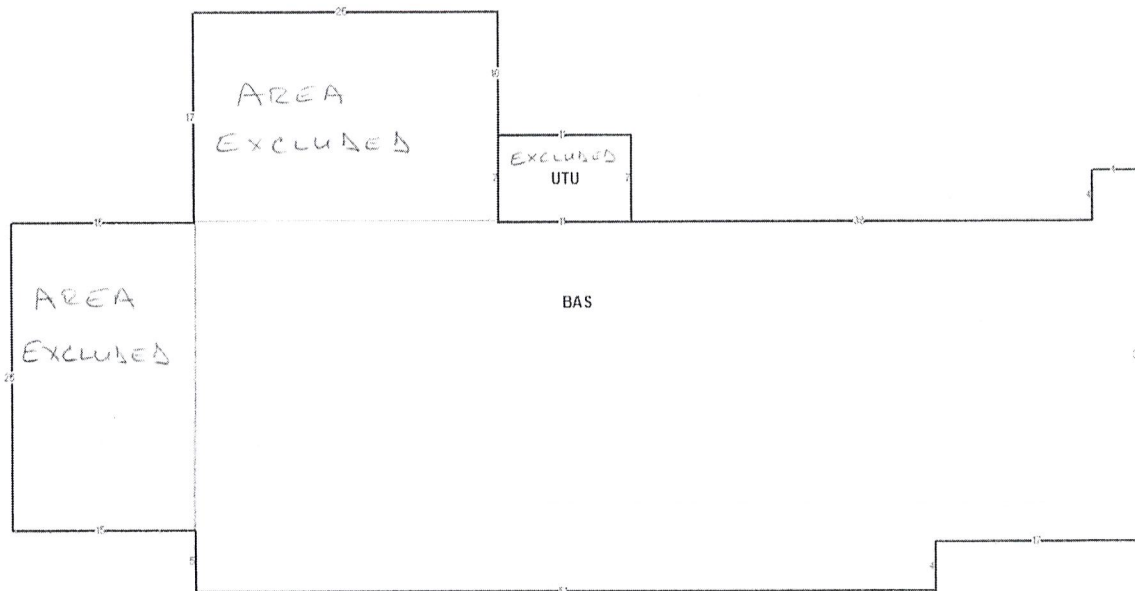
(SEAL)




Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned Name of Notary Public)

A:



Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial AN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2021

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 BKS Partners 5216 Summerlin Commons Blvd Suite 200 Fort Myers FL 33907	CONTACT NAME: Cheryl Nevins PHONE (A/C, No, Ext): 239-931-3037 E-MAIL ADDRESS: cheryl.nevins@bks-partners.com FAX (A/C, No): 239-931-5604												
INSURED Steward-Mellon Company, LLC 5101 E HILLSBOROUGH AVE. Tampa FL 33610	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: FCCI Insurance Company</td><td>NAIC # 10178</td></tr><tr><td>INSURER B: Brierfield Insurance Company</td><td>10993</td></tr><tr><td>INSURER C: Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER D: Southern-Owners Insurance Co.</td><td>10190</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: FCCI Insurance Company	NAIC # 10178	INSURER B: Brierfield Insurance Company	10993	INSURER C: Travelers Property Casualty Co	25674	INSURER D: Southern-Owners Insurance Co.	10190	INSURER E:		INSURER F:	
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INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: 530156147

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		GL 100030779-02	10/1/2020	10/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA100062083-00	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ZUP16N92104	10/1/2020	10/1/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	☒ 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 N	N/A	WC010006712100	3/1/2021	3/1/2022	☒ 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
D	Equipment Floater			CM 100030781	10/1/2020	10/1/2021	554,500 300.00 25,000 Scheduled Un Scheduled Leased and Rented

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

Certificate holder is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Pete Beach
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

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CONTRACTOR'S LICENSE

CGC1525804

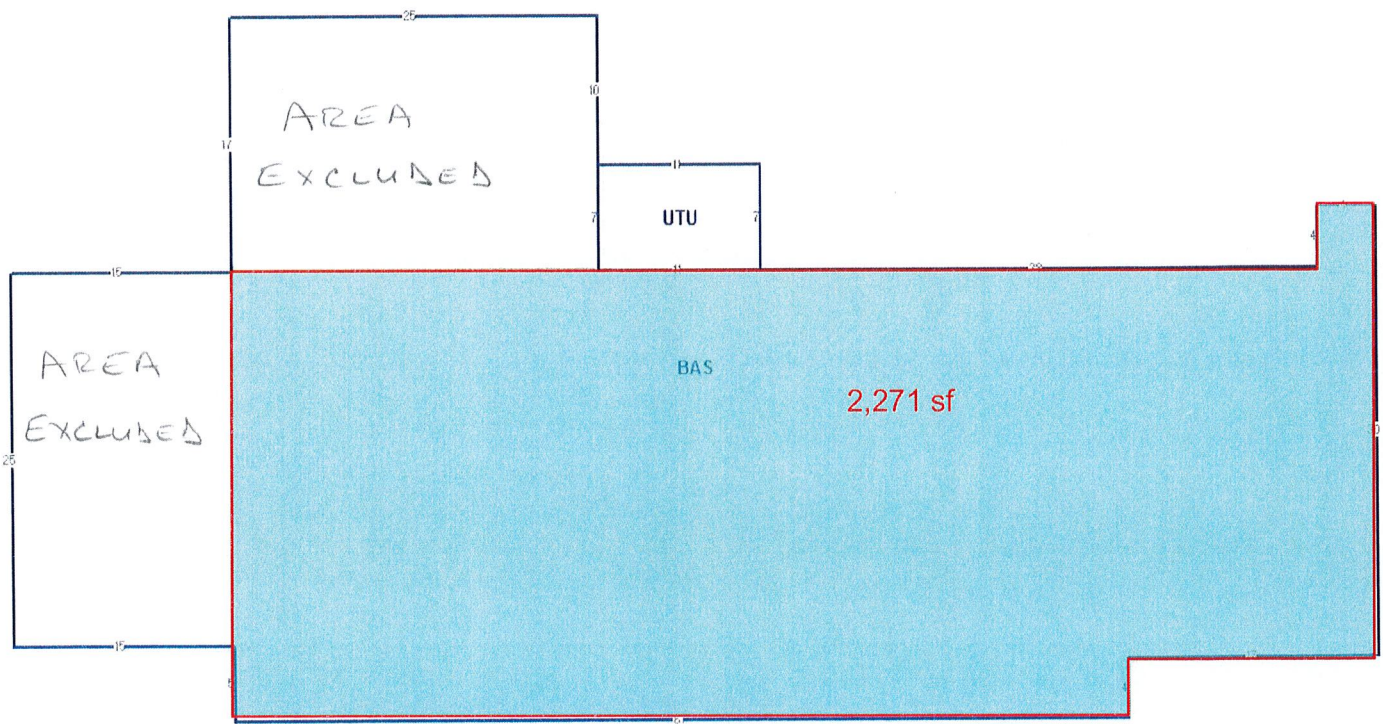


EXHIBIT “C”

(Place RFB behind this page)



City of St Pete Beach Request for Bid

2021 TERRAZZO FLOORING

**Bids due on or before
April 16, 2021 at 10:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

I. CONTENTS

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II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in terrazzo installation.

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

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

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**2021 Terrazzo Flooring**" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "**2021 Terrazzo Flooring**".

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
BIDDER: _____ (SIGNATURE)	NAME: _____ (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. FEE SCHEDULE

Item	Description		List Price	Percentage Discount	Total
1	Design and Consultation				\$
2	Products and Materials				\$
3	Labor/Handling				\$
4	Honing and Polishing				\$
5	Shipping				\$
Total					\$

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified floor contractor to perform terrazzo installation. The floor will need to enhance Warren Webster's Community Center historic value and give it the durability that is legendary.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for terrazzo installation at Warren Webster Community Center.

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, , References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (kkapusta@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **4:00 PM EST on April 7th, 2021**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **April 16, 2021 at 10:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – **NO EXCEPTIONS**. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: **"2021 Terrazzo Flooring"**

CONTACT INFORMATION

Kathy Kapusta – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9251

E-mail - kkapusta@stpetebeach.org

SCOPE OF WORK

The successful bidder will provide 2100 SF area of terrazzo flooring installation by using material, tools and techniques of the buildings' era to enhance its' historic value.

DETAILED SPECIFICATIONS

- The Contractor shall carefully examine the existing flooring and be familiar with the work required for the project. Contractor is responsible for field measurement and review of existing conditions.
- Contractor will be responsible for about 2100 SF area to include kitchen, hall, office and storage area.
- Contractor to use materials, tools, and techniques of the buildings' era.
- Site and surrounding properties must be kept free of debris and thoroughly cleaned upon completion.
- The original slab to be resurfaced and prepared for a 5/8" terrazzo topping.
- A sample will be provided for approval.
- Honing and polishing

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector.

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Procurement Department. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an

Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor is expected to be available to start immediately following contract execution. Work orders will be issued on a bi-weekly basis if needed.

COMPLETION OF WORK

The work will be completed and ready for final inspection by August 31, 2021.

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

Not required for this contract.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice, and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written

notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount or Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the 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 as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent (10%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid
- e) Damage to another Contractor
- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its

duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or

injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site, including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work;

the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the 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."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any

damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City

takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for

examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply will 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 Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this 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 Agreement.
- Contractor must provide evidence of compliance with Fla. Stat.448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the 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 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior

written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

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

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization and telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- A predecessor or successor of a person convicted of a public entity crime or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public

crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).
___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public)

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

Issue Considered: TLC Diversified LS 4 Construction

Date: May 11, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City entered into an Agreement with TLC Diversified, Inc. (TLC) to piggyback on an existing Agreement between TLC and Pinellas County for sanitary sewer pump station repair, rehabilitation and improvement projects on November 20, 2018. The Public Works Department wishes to utilize this existing Agreement to perform the rehabilitation of Lift Station 4, using funding from the Lift Station R&R budget.

This approval includes a 15% contingency in addition to the estimated \$232,495.17 project cost.

Funding: Wastewater - Lift Station R & R - 101-6107-535-5632

Requested Motion: I move to approve the utilization of the Service Agreement with TLC Diversified, LLC, dated November 20, 2018, in the amount of \$267,369.45 for Lift Station 4 Rehabilitation.

Attachments:

1. TLC Diversified Lift Station Rehabilitation Services Agreement
2. TLC Diversified Lift Station 4 Cost Estimate

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Lift Station Rehabilitation

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

WHEREAS, Contractor is currently under contract with Pinellas County Board of County Commissioners for Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY2018-FY2021 (the "PC Contract"), attached hereto and incorporated herein as Exhibit "A"; and

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

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

WHEREAS, the Contractor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the PC Contract; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "B". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 CORRY AVENUE, ST. PETE BEACH, FLORIDA 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods

or services described in Exhibit "A".

4. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 2019 ("completion date").

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

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

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

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

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

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

11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such

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

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

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

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

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

- a. Pinellas County "piggy-back" contract (Exhibit "A")
- b. Florida public records law (Exhibit "B")

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

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

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

As to Contractor:

Thurston Lamberson
TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221

As to City:

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

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

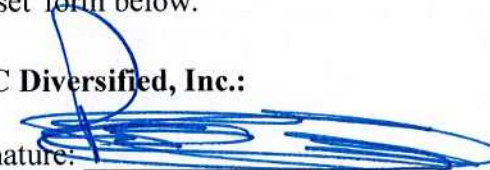
20. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

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

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

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

TLC Diversified, Inc.:

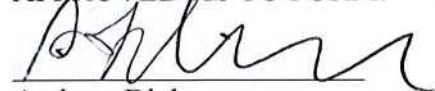
Signature: 

By: THURSTON LAMBERSON

Its: PRESIDENT

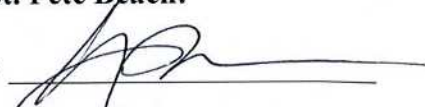
Date: 11/20/2018

APPROVED AS TO FORM:



Andrew Dickman
City Attorney

City of St. Pete Beach:

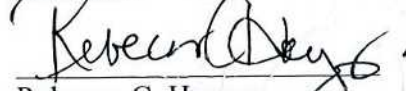
Signature: 

By: Wayne Saunders

Its: City Manager

Date: 11/20/2018

ATTEST:



Rebecca C. Haynes
City Clerk

EXHIBIT “A”
(Pinellas County “Piggy-Back Contract”)



Staff Report

Board of County Commissioner Approved 08/07/2018

File #: 18-576A, Version: 1

Agenda Date: 8/7/2018

Subject:

Award of bid to TLC Diversified, Inc. for sanitary sewer pump station repair, rehabilitation and improvement projects for FY 2018-2021.

Recommended Action:

Approval of award of bid to TLC Diversified, Inc. for sanitary sewer pump station repair, rehabilitation and improvement projects for Fiscal Year 2018 - 2021.

Bid No. 178-0360-CP(JJ); PID No. 000964A; in the amount of \$5,722,777.00 on the basis of being the lowest responsive, responsible bid received meeting specifications. All work is expected to be completed within 1,095 consecutive calendar days. Authorize the Chairman to sign and the Clerk of Court to attest.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs

Deliver First Class Services to the Public and Our Customers

5.3 Ensure effective and efficient delivery of county services and support

Summary:

This contract will provide for repair, rehabilitation and improvements to sanitary sewer pump stations at various locations throughout the County. Pump station repair and rehabilitation is essential for the prevention of sanitary sewer spills. Some of the County stations are now over thirty (30) years old. As equipment becomes obsolete, it is necessary to upgrade to newer technology and communication options in order to repair deteriorated pumps and piping. These improvements are facilitated in order to keep the sanitary sewer collection system functioning at an acceptable level.

Background Information:

Work may include furnishing and installation of pumps, valves, fittings, electrical equipment, panels, conduits, vaults, trenching/boring, bypass pumping, dewatering, restoration, testing and other incidental work required to re-commission a pump station.

Award of this contract is consistent with the sanitary sewer pump renewal and replacement program based on a twenty (20) year life cycle and is consistent with the recommendations of the Stormwater/Wastewater Taskforce.

Fiscal Impact:

Expenditure not to exceed: \$5,722,777.00.

Project funding is derived from the capital improvement program, physical environment, sewer

renewal & replacement program allocation and from the Utilities Department sanitary sewer enterprise fund.

Staff Member Responsible:

Megan Ross, Interim Director, Utilities
Joe Lauro, Director, Purchasing

Partners:

N/A

Attachments:

Agreement
Bid Tabulation

AGREEMENT

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

TLC Diversified, Inc.

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

2719 17th Street East

Palmetto, FL 34221

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the
sum not to exceed

Five Million Seven Hundred Twenty Two Thousand Seven Hundred
Seventy Seven Dollars and 00/100

DOLLARS \$5,722,777.00

to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY2018-FY2021 (PID # 000964A) Bid No: 178-0360-CP (JJ)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same within not more than **One Thousand Ninety-Five (1,095)** consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

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

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

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Agreement Amount herein above specified, as follows:

If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

- B. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Plans, Plans or Specifications pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

4. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

ADDENDA (if applicable)

APPENDIX 4 SPECIAL NOTICES (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

5. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

6. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Kenneth T. Wahl
Chairman

Date

8/7/18

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By:

Norman D. Loy
Deputy Clerk

TLC Diversified, Inc.

Name of Firm

By:

[Signature]
Signature

Thurston Lamberson

Print Name

President

Title

1-CUC053963

Contractor's Registration or Certification

No. issued by the State of Florida

APPROVED AS TO FORM

By:

[Signature]

Office of the County Attorney

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-1 Mobilization / Demobilization					
PS-1A	Mobilization/ Demobilization \$2,500 or less	4.00	EA	325.00 \$	1,300.00
PS-1B	Mobilization/ Demobilization \$5,000 or less	4.00	EA	375.00 \$	1,500.00
PS-1C	Mobilization/ Demobilization \$7,500 or less	4.00	EA	600.00 \$	2,400.00
PS-1D	Mobilization/ Demobilization \$7,501 or greater	10.00	EA	8,200.00 \$	82,000.00
	PS-1 Subtotal			\$	87,200.00
PS-2 Execution of General Requirements					
PS-2A	Execution of General Requirements \$2,500 or less	4.00	EA	300.00 \$	1,200.00
PS-2B	Execution of General Requirements \$5,000 or less	4.00	EA	450.00 \$	1,800.00
PS-2C	Execution of General Requirements \$7,500 or less	4.00	EA	650.00 \$	2,600.00
PS-2D	Execution of General Requirements \$7,501 or greater	10.00	EA	3,200.00 \$	32,000.00
	PS-2 Subtotal			\$	37,600.00
PS-3 Initial Excavation Per Dig - 20 LF					
PS-3A	Initial Excavation Per Dig - 20 LF 0'-6' depth	4.00	EA	2,200.00 \$	8,800.00
PS-3B	Initial Excavation Per Dig - 20 LF 6'-8' depth	4.00	EA	400.00 \$	1,600.00
PS-3C	Initial Excavation Per Dig - 20 LF 8'-10' depth	4.00	EA	400.00 \$	1,600.00
PS-3D	Initial Excavation Per Dig - 20 LF 10'-12' depth	2.00	EA	405.00 \$	810.00
PS-3E	Initial Excavation Per Dig - 20 LF 12'-14' depth	2.00	EA	410.00 \$	820.00
PS-3F	Initial Excavation Per Dig - 20 LF 14'-16' depth	2.00	EA	420.00 \$	840.00
PS-3G	Initial Excavation Per Dig - 20 LF 16'-18' depth	2.00	EA	500.00 \$	1,000.00
PS-3H	Initial Excavation Per Dig - 20 LF 18' or higher depth	2.00	EA	525.00 \$	1,050.00
	PS-3 Subtotal			\$	16,520.00
PS-4 Additional Excavation Per Dig - 10 LF					

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
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 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-4A	Additional Excavation Per Dig - 10 LF 0'-6' depth	2.00	EA	1,300.00 \$	2,600.00
PS-4B	Additional Excavation Per Dig - 10 LF 6'-8' depth	2.00	EA	350.00 \$	700.00
PS-4C	Additional Excavation Per Dig - 10 LF 8'-10' depth	2.00	EA	350.00 \$	700.00
PS-4D	Additional Excavation Per Dig - 10 LF 10'-12' depth	2.00	EA	350.00 \$	700.00
PS-4E	Additional Excavation Per Dig - 10 LF 12'-14' depth	2.00	EA	350.00 \$	700.00
PS-4F	Additional Excavation Per Dig - 10 LF 14'-16' depth	2.00	EA	360.00 \$	720.00
PS-4G	Additional Excavation Per Dig - 10 LF 16'-18' depth	2.00	EA	360.00 \$	720.00
PS-4H	Additional Excavation Per Dig - 10 LF 18' or higher depth	2.00	EA	360.00 \$	720.00
PS-4 Subtotal				\$	7,560.00
PS-5 By-Pass Pumping Set Up w / 2 pumps					
PS-5A	By-Pass Pumping Set Up w / 2 pumps 0 HP to 3HP	2.00	EA	900.00 \$	1,800.00
PS-5B	By-Pass Pumping Set Up w / 2 pumps 3.1 HP to 5HP	2.00	EA	1,400.00 \$	2,800.00
PS-5C	By-Pass Pumping Set Up w / 2 pumps 5.1 HP to 7.5HP	2.00	EA	1,400.00 \$	2,800.00
PS-5D	By-Pass Pumping Set Up w / 2 pumps 7.6 HP to 10HP	2.00	EA	1,500.00 \$	3,000.00
PS-5E	By-Pass Pumping Set Up w / 2 pumps 10.1 HP to 15HP	2.00	EA	1,500.00 \$	3,000.00
PS-5F	By-Pass Pumping Set Up w / 2 pumps 15.1 HP to 20HP	2.00	EA	1,800.00 \$	3,600.00
PS-5G	By-Pass Pumping Set Up w / 2 pumps 20.1 HP to 47HP	2.00	EA	2,000.00 \$	4,000.00
PS-5H	By-Pass Pumping Set Up w / 2 pumps 47.1 HP to 88 HP	2.00	EA	3,000.00 \$	6,000.00
PS-5I	By-Pass Pumping Set Up w / 2 pumps 88.1 HP and greater	2.00	EA	4,000.00 \$	8,000.00
PS-5 Subtotal				\$	35,000.00
PS-6 By-Pass Pumping Operation with 2 Pumps					
PS-6A	By-Pass Pumping Operation with 2 pumps 0 HP to 3HP	2.00	DAYS	500.00 \$	1,000.00
PS-6B	By-Pass Pumping Operation with 2 pumps 3.1 HP to 5HP	2.00	DAYS	850.00 \$	1,700.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-6C	By-Pass Pumping Operation with 2 pumps 5.1 HP to 7.5HP	2.00	DAYS	875.00 \$	1,750.00
PS-6D	By-Pass Pumping Operation with 2 pumps 7.6 HP to 10HP	2.00	DAYS	900.00 \$	1,800.00
PS-6E	By-Pass Pumping Operation with 2 pumps 10.1 HP to 15HP	4.00	DAYS	900.00 \$	3,600.00
PS-6F	By-Pass Pumping Operation with 2 pumps 15.1 HP to 20HP	4.00	DAYS	1,000.00 \$	4,000.00
PS-6G	By-Pass Pumping Operation with 2 pumps 20.1 HP to 47HP	2.00	DAYS	1,050.00 \$	2,100.00
PS-6H	By-Pass Pumping Operation with 2 pumps 47.1 HP to 88 HP	2.00	DAYS	1,100.00 \$	2,200.00
PS-6I	By-Pass Pumping Operation with 2 pumps 88.1 HP and greater	2.00	DAYS	1,100.00 \$	2,200.00
PS-6 Subtotal					20,350.00
PS-7 Well Point Dewatering - Initial 12 Points					
PS-7A	Well Point Dewatering-Initial 12 Points 0'-6' depth	1.00	EA	1,450.00 \$	1,450.00
PS-7B	Well Point Dewatering-Initial 12 Points 6'-8' depth	1.00	EA	900.00 \$	900.00
PS-7C	Well Point Dewatering-Initial 12 Points 8'-10' depth	1.00	EA	900.00 \$	900.00
PS-7D	Well Point Dewatering-Initial 12 Points 10'-12' depth	1.00	EA	900.00 \$	900.00
PS-7E	Well Point Dewatering-Initial 12 Points 12'-14' depth	1.00	EA	900.00 \$	900.00
PS-7F	Well Point Dewatering-Initial 12 Points 14'-16' depth	1.00	EA	900.00 \$	900.00
PS-7G	Well Point Dewatering-Initial 12 Points 16'-18' depth	1.00	EA	900.00 \$	900.00
PS-7H	Well Point Dewatering-Initial 12 Points 18' or higher depth	1.00	EA	900.00 \$	900.00
PS-7 Subtotal					7,750.00
PS-8 Well Point Dewatering-Additional per Well Point					
PS-8A	Well Point Dewatering-Additional per Well Point 0'-6' depth	1.00	EA	35.00 \$	35.00
PS-8B	Well Point Dewatering-Additional per Well Point 6'-8' depth	1.00	EA	35.00 \$	35.00
PS-8C	Well Point Dewatering-Additional per Well Point 8'-10' depth	1.00	EA	35.00 \$	35.00
PS-8D	Well Point Dewatering-Additional per Well Point 10'-12' depth	1.00	EA	35.00 \$	35.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-8E	Well Point Dewatering-Additional per Well Point 12'-14' depth	1.00	EA	35.00	\$ 35.00
PS-8F	Well Point Dewatering-Additional per Well Point 14'-16' depth	1.00	EA	35.00	\$ 35.00
PS-8G	Well Point Dewatering-Additional per Well Point 16'-18' depth	1.00	EA	35.00	\$ 35.00
PS-8H	Well Point Dewatering-Additional per Well Point 18' or higher depth	1.00	EA	35.00	\$ 35.00
PS-8 Subtotal					\$ 280.00
PS-9 Furnish and Install Gate Valve / Resilient Wedge					
PS-9A	Resilient Wedge Gate Valve (4" diameter)	3.00	EA	800.00	\$ 2,400.00
PS-9B	Resilient Wedge Gate Valve (6" diameter)	3.00	EA	1,020.00	\$ 3,060.00
PS-9C	Resilient Wedge Gate Valve (8" diameter)	1.00	EA	1,420.00	\$ 1,420.00
PS-9D	Resilient Wedge Gate Valve (10" diameter)	1.00	EA	2,035.00	\$ 2,035.00
PS-9E	Resilient Wedge Gate Valve (12" diameter)	1.00	EA	2,345.00	\$ 2,345.00
PS-9 Subtotal					\$ 11,260.00
PS-10 Furnish and Install Check Valve / Swing Type Lever Weight					
PS-10A	Check Valve (4" diameter)	2.00	EA	1,400.00	\$ 2,800.00
PS-10B	Check Valve (6" diameter)	2.00	EA	1,600.00	\$ 3,200.00
PS-10C	Check Valve (8" diameter)	1.00	EA	2,300.00	\$ 2,300.00
PS-10D	Check Valve 10" diameter	1.00	EA	3,200.00	\$ 3,200.00
PS-10E	Check Valve 12" diameter	1.00	EA	4,400.00	\$ 4,400.00
PS-10 Subtotal					\$ 15,900.00
PS-11 Furnish and Install C-900 DR-18 PVC Pipe Replacement (Force or Gravity Main)					
PS-11A	C-900 DR-18 PVC Pipe (4" diameter)	40.00	LF	25.00	\$ 1,000.00
PS-11B	C-900 DR-18 PVC Pipe (6" diameter)	40.00	LF	35.00	\$ 1,400.00
PS-11C	C-900 DR-18 PVC Pipe (8" diameter)	40.00	LF	40.00	\$ 1,600.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
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 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-11D	C-900 DR-18 PVC Pipe (10" diameter)	20.00	LF	45.00	\$ 900.00
PS-11E	C-900 DR-18 PVC Pipe (12" diameter)	20.00	LF	48.00	\$ 960.00
PS-11 Subtotal					\$ 5,860.00
PS-12 Furnish and Install Ductile Iron Pipe Replacement (Flange and Coated)					
PS-12A	Ductile Iron Pipe Replacement (Flanged and Coated) (4" dia.)	100.00	LF	195.00	\$ 19,500.00
PS-12B	Ductile Iron Pipe Replacement (Flanged and Coated) (6" dia.)	100.00	LF	212.00	\$ 21,200.00
PS-12C	Ductile Iron Pipe Replacement (Flanged and Coated) (8" dia.)	30.00	LF	295.00	\$ 8,850.00
PS-12D	Ductile Iron Pipe Replacement (Flanged and Coated) (10" dia.)	20.00	LF	340.00	\$ 6,800.00
PS-12E	Ductile Iron Pipe Replacement (Flanged and Coated) (12" dia.)	20.00	LF	375.00	\$ 7,500.00
PS-12 Subtotal					\$ 63,850.00
PS-13 Furnish and Install Stainless Steel (316-Sch. 40) Pipe					
PS-13A	Stainless Steel (316-Sch. 40) Pipe (4" dia.)	200.00	LF	125.00	\$ 25,000.00
PS-13B	Stainless Steel (316-Sch. 40) Pipe (6" dia.)	200.00	LF	145.00	\$ 29,000.00
PS-13C	Stainless Steel (316-Sch. 40) Pipe (8" dia.)	30.00	LF	200.00	\$ 6,000.00
PS-13D	Stainless Steel (316-Sch. 40) Pipe (10" dia.)	20.00	LF	210.00	\$ 4,200.00
PS-13E	Stainless Steel (316-Sch. 40) Pipe (12" dia.)	20.00	LF	230.00	\$ 4,600.00
PS-13 Subtotal					\$ 68,800.00
PS-14 Furnish and Install Stainless Steel (316) Pipe Flanges					
PS-14A	Stainless Steel (316) Pipe Flanges (4" pipe flange)	60.00	EA	200.00	\$ 12,000.00
PS-14B	Stainless Steel (316) Pipe Flanges (6" pipe flange)	40.00	EA	240.00	\$ 9,600.00
PS-14C	Stainless Steel (316) Pipe Flanges (8" pipe flange)	30.00	EA	350.00	\$ 10,500.00
PS-14D	Stainless Steel (316) Pipe Flanges (10" pipe flange)	20.00	EA	400.00	\$ 8,000.00
PS-14E	Stainless Steel (316) Pipe Flanges (12" pipe flange)	20.00	EA	475.00	\$ 9,500.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-14 Subtotal					
PS-15	Furnish and Install Ductile Iron Fittings and Restraints	5,000.00	LBS	10.00	\$ 49,600.00
PS-16	Furnish and Install Stainless Steel Fittings and Restraints	2,000.00	LBS	16.00	\$ 32,000.00
PS-17	Furnish and Install Stainless Steel Pressure Gauge Connections	10.00	EA	675.00	\$ 6,750.00
PS-15 THROUGH PS-17 Subtotal					\$ 88,750.00
PS-18 Furnish and Install Stainless Steel (304) Pipe Saddle Supports					
PS-18A	Stainless Steel (304) Pipe Saddle Supports (4" diameter)	2.00	EA	300.00	\$ 600.00
PS-18B	Stainless Steel (304) Pipe Saddle Supports (6" diameter)	2.00	EA	300.00	\$ 600.00
PS-18C	Stainless Steel (304) Pipe Saddle Supports (8" diameter)	2.00	EA	310.00	\$ 620.00
PS-18D	Stainless Steel (304) Pipe Saddle Supports (10" diameter)	2.00	EA	315.00	\$ 630.00
PS-18E	Stainless Steel (304) Pipe Saddle Supports (12" diameter)	2.00	EA	315.00	\$ 630.00
PS-18 Subtotal					\$ 3,080.00
PS-19 Furnish and Install Bollards (per Detail)					
PS-20	Furnish and Install Wet Well - Concrete	4.00	EA	325.00	\$ 1,300.00
PS-21	Furnish and Install Wet Well - Fiberglass	50.00	CY	500.00	\$ 25,000.00
PS-22	Furnish and Install Manhole with Frame and Cover less than 12 Feet deep	300.00	SF	65.00	\$ 19,500.00
PS-23	Furnish and Install Manhole with Frame and Cover greater than 12 Feet deep	24.00	VF	425.00	\$ 10,200.00
PS-24	Furnish and Install Wet Well Top Slab, Access Frame and Door (HS-20 Rated)	24.00	VF	440.00	\$ 10,560.00
PS-25	Furnish and Install Wet Well Top Slab Access Frame and Door (300 PSF Rated)	100.00	SF	138.00	\$ 13,800.00
PS-19 THROUGH PS-25 Subtotal					\$ 98,860.00
PS-26 Furnish and Install Valve Vault - Duplex					
PS-26A	Valve Vault (Duplex) (6' x 6')	2.00	EA	3,800.00	\$ 7,600.00
PS-26B	Valve Vault (Duplex) (7' x 7')	2.00	EA	5,500.00	\$ 11,000.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
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Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-26C	Valve Vault (Duplex) (7'-6" x 8')	2.00	EA	5,700.00 \$	11,400.00
PS-26D	Valve Vault (Duplex) (8'-6" x 9')	2.00	EA	6,200.00 \$	12,400.00
PS-26E	Valve Vault (Duplex) (9' x 10')	2.00	EA	7,500.00 \$	15,000.00
PS-26 Subtotal				\$	57,400.00
PS-27 Furnish and Install Valve Vault - Triplex					
PS-27A	Valve Vault (Triplex) (6' x 7')	2.00	EA	4,000.00 \$	8,000.00
PS-27B	Valve Vault (Triplex) (7' x 8')	2.00	EA	5,300.00 \$	10,600.00
PS-27C	Valve Vault (Triplex) (7'-6" x 10')	2.00	EA	6,000.00 \$	12,000.00
PS-27D	Valve Vault (Triplex) (8'-6" x 11')	2.00	EA	7,500.00 \$	15,000.00
PS-27E	Valve Vault (Triplex) (9' x 12')	2.00	EA	13,000.00 \$	26,000.00
PS-27 Subtotal				\$	71,600.00
PS-28 Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Duplex)					
PS-28	Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Duplex)	50.00	SF	190.00 \$	9,500.00
PS-29	Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Triplex)	50.00	SF	195.00 \$	9,750.00
PS-30	Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Duplex)	50.00	SF	182.00 \$	9,100.00
PS-31	Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Triplex)	50.00	SF	185.00 \$	9,250.00
PS-28 THROUGH PS-31 Subtotal				\$	37,600.00
PS-32 Furnish and Install Inside PVC Drop Connection to Wet Well					
PS-32A	Inside PVC Drop Connection to Wet Well (4")	6.00	VF	180.00 \$	1,080.00
PS-32B	Inside PVC Drop Connection to Wet Well (6")	10.00	VF	200.00 \$	2,000.00
PS-32C	Inside PVC Drop Connection to Wet Well (8")	6.00	VF	225.00 \$	1,350.00
PS-32D	Inside PVC Drop Connection to Wet Well (10")	6.00	VF	250.00 \$	1,500.00
PS-32E	Inside PVC Drop Connection to Wet Well (12")	6.00	VF	260.00 \$	1,560.00
PS-32F	Inside PVC Drop Connection to Wet Well (Over 12")	6.00	VF	275.00 \$	1,650.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
 BID NO. 178-0360-CP (JJ)
 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
	PS-32 Subtotal				
PS-33	Furnish and Install Fiberglass Liner with Top and Grout	500.00	SF	69.00	\$ 34,500.00
PS-34	Install Polymorphic Resin (I.E.T.) Liner System	500.00	SF	26.00	\$ 13,000.00
PS-35	Install 100% Calcium Aluminate (Sewper Coat™) Lining System	500.00	SF	23.00	\$ 11,500.00
PS-36	Install SpectraShield™ Lining System	500.00	SF	23.00	\$ 11,500.00
PS-37	Install Urethane/Epoxy, Polyurea (Green Monster™) Lining System	500.00	SF	31.00	\$ 15,500.00
PS-38	Furnish and Install Wet Well Draw Tube	100.00	VF	75.00	\$ 7,500.00
PS-39	Furnish, Install and Remove Temporary Sheeting	500.00	SF	20.00	\$ 10,000.00
PS-40	Furnish and Install Permanent Sheeting	200.00	SF	35.00	\$ 7,000.00
PS-41	Pavement Base & Base Restoration (6" Crushed Concrete)	100.00	SY	15.00	\$ 1,500.00
PS-42	Asphalt Pavement Base & Base Restoration (4" Asphaltic Base)	100.00	SY	38.00	\$ 3,800.00
PS-43	Asphalt Surface Pavement 1" PC-3 ACSC	100.00	SY	17.00	\$ 1,700.00
PS-44	Flowable Fill	6.00	CY	125.00	\$ 750.00
PS-45	Shell Driveway Base, 6" Thick	20.00	SY	45.00	\$ 900.00
PS-46	Furnish and Install Structural Concrete (4000 psi)	20.00	CY	900.00	\$ 18,000.00
PS-47	Remove/Reconstruct Concrete Driveways/Control Panel Slabs: All 6 inches thick around wet wells	150.00	SY	285.00	\$ 42,750.00
PS-48	Pea Gravel Driveway	4.00	CY	300.00	\$ 1,200.00
PS-49	Remove/Reconstruct Concrete Sidewalks	10.00	CY	450.00	\$ 4,500.00
PS-50	Remove/Reconstruct Concrete Curb and Gutters	150.00	LF	26.00	\$ 3,900.00
PS-51	Grass Restoration by Seeding	4.00	SY	3.00	\$ 12.00
PS-52	Grass Restoration by Sodding	250.00	SY	7.00	\$ 1,750.00
PS-53	Special Refill Materials - Crushed Stone	50.00	CY	38.00	\$ 1,900.00

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 BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-54 Special Backfill Materials - Sand					
	PS-33 THROUGH PS-54 Subtotal	20.00	CY	30.00	\$ 600.00
					\$ 193,762.00
PS-55 Remove and Replace Concrete for Wall Penetrations					
PS-55A	Remove and Replace Concrete for Wall Penetrations 2" Diameter or less Hole	40.00	EA	315.00	\$ 12,600.00
PS-55B	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	20.00	EA	375.00	\$ 7,500.00
PS-55C	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	20.00	EA	525.00	\$ 10,500.00
PS-55D	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	20.00	EA	650.00	\$ 13,000.00
PS-55E	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	20.00	EA	670.00	\$ 13,400.00
PS-55F	Remove and Replace Concrete for Wall Penetrations Greater than 10" Hole	20.00	EA	680.00	\$ 13,600.00
	PS-55 Subtotal				\$ 70,600.00
PS-56 Furnish and Install Control Panel 230 Volts/3 Phase					
PS-56AA	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP Contact Motor Starter	1.00	EA	28,000.00	\$ 28,000.00
PS-56AB	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1.00	EA	42,000.00	\$ 42,000.00
PS-56BA	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP Contact Motor Starter	1.00	EA	36,000.00	\$ 36,000.00
PS-56BB	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1.00	EA	42,000.00	\$ 42,000.00
PS-56C	Furnish and Install Control Panel 230 Volts/3 Phase 5.5 - 7.5 HP	1.00	EA	34,000.00	\$ 34,000.00
PS-56D	Furnish and Install Control Panel 230 Volts/3 Phase 8.0 - 10 HP	1.00	EA	35,500.00	\$ 35,500.00
PS-56E	Furnish and Install Control Panel 230 Volts/3 Phase 10.5 - 15.0 HP	1.00	EA	38,000.00	\$ 38,000.00
PS-56FA	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 - 23.0 HP VFD Option/cross line bypass option	1.00	EA	83,500.00	\$ 83,500.00

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Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-56FB	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 - 23.0 HP Soft Start Option/cross line bypass option	2.00	EA	62,000.00 \$	124,000.00
PS-56GA	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP VFD Option/cross line bypass option	2.00	EA	70,000.00 \$	140,000.00
PS-56GB	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP Soft Start Option/cross line bypass option	2.00	EA	51,000.00 \$	102,000.00
PS-56HA	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP VFD Option/cross line bypass option	2.00	EA	78,500.00 \$	157,000.00
PS-56HB	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP Soft Start Option/cross line bypass option	2.00	EA	57,500.00 \$	115,000.00
PS-56IA	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP VFD Option/cross line bypass option	2.00	EA	92,000.00 \$	184,000.00
PS-56IB	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP Soft Start Option/cross line bypass option	2.00	EA	67,500.00 \$	135,000.00
PS-56JA	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP VFD Option/cross line bypass option	2.00	EA	97,000.00 \$	194,000.00
PS-56JB	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP Soft Start Option/cross line bypass option	2.00	EA	68,000.00 \$	136,000.00
PS-56K	Furnish and Install Control Panel 460 Volts/3 Phase 1.0 - 3 HP	1.00	EA	35,000.00 \$	35,000.00
PS-56L	Furnish and Install Control Panel 460 Volts/3 Phase 3.5 - 5 HP	1.00	EA	35,000.00 \$	35,000.00
PS-56M	Furnish and Install Control Panel 460 Volts/3 Phase 5.5 - 7.5 HP	1.00	EA	36,000.00 \$	36,000.00
PS-56N	Furnish and Install Control Panel 460 Volts/3 Phase 8.0 - 10 HP	1.00	EA	36,000.00 \$	36,000.00
PS-56O	Furnish and Install Control Panel 460 Volts/3 Phase 10.5 - 15.0 HP	1.00	EA	36,000.00 \$	36,000.00
PS-56PA	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 - 20.0 HP VFD Option/cross line bypass option	1.00	EA	81,000.00 \$	81,000.00

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Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-56PB	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 -20.0 HP Soft Start Option/cross line bypass option	1.00	EA	53,000.00	\$ 53,000.00
PS-56QA	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP VFD Option/cross line bypass option	1.00	EA	80,000.00	\$ 80,000.00
PS-56QB	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP Soft Start Option/cross line bypass option	1.00	EA	53,000.00	\$ 53,000.00
PS-56RA	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel VFD Option/cross line bypass option	1.00	EA	82,000.00	\$ 82,000.00
PS-56RB	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel Soft Start Option/cross line bypass option	1.00	EA	55,000.00	\$ 55,000.00
PS-56S	Furnish and Install Control Panel 460 Volts/3 Phase 30.5 -40.0 HP Panel - VFD/cross line bypass option	1.00	EA	90,000.00	\$ 90,000.00
PS-56T	Furnish and Install Control Panel 460 Volts/3 Phase 50.0 HP Panel - VFD/cross line bypass option	1.00	EA	93,000.00	\$ 93,000.00
PS-56U	Furnish and Install Control Panel 460 Volts/3 Phase 60.0 HP Panel - VFD/cross line bypass option	1.00	EA	103,000.00	\$ 103,000.00
PS-56V	Furnish and Install Control Panel 460 Volts/3 Phase 75.0 HP Panel - VFD/cross line bypass option	1.00	EA	120,000.00	\$ 120,000.00
PS-56W	Furnish and Install Control Panel 460 Volts/3 Phase 90.0 HP Panel - VFD/cross line bypass option	1.00	EA	130,000.00	\$ 130,000.00
PS-56X	Furnish and Install Control Panel 460 Volts/3 Phase 51.0 - 60.0 HP Panel - VFD - Triplex /cross line bypass option	1.00	EA	135,000.00	\$ 135,000.00
PS-56 Subtotal					\$ 2,879,000.00
PS-57 Furnish and Install Wet Well Mixer					
PS-57A	Furnish and Install Wet Well Mixer ITT Flygt 2.3HP mixer model #SR4620	1.00	EA	17,000.00	\$ 17,000.00
PS-57B	Furnish and Install Wet Well Mixer ABS 2 HP mixer model #RW2022	1.00	EA	13,000.00	\$ 13,000.00
PS-57 Subtotal					\$ 30,000.00
PS-58 Furnish and Install Level Sensors					

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Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-58A	Furnish and Install Level Sensors Greyline	5.00	EA	5,800.00	\$ 29,000.00
PS-58B	Furnish and Install Level Sensors Bubbler	5.00	EA	10,000.00	\$ 50,000.00
PS-58C	Furnish and Install Level Sensors HydroRanger/XPS-15	5.00	EA	6,400.00	\$ 32,000.00
PS-58 Subtotal					\$ 111,000.00
PS-59	Furnish and Install Floats	10.00	SET	1,660.00	\$ 16,600.00
PS-60	SCADA/RTU Panel Relocation	4.00	EA	6,000.00	\$ 24,000.00
PS-61	Furnish and Install New Motorola ACE with Cellular SCADA/RTU Panel	2.00	EA	14,000.00	\$ 28,000.00
PS-59 THROUGH PS-61 Subtotal					\$ 68,600.00
PS-62 Furnish and Install New Submersible Pumps 3 HP Pump or less CP or N series/HC Impeller Option					
PS-62A	New Submersible Pumps 3 HP Pump or less CP or N series/HC impeller option	2.00	EA	5,800.00	\$ 11,600.00
PS-62B	New Submersible Pumps 3.5 - 5 HP Pump CP or N series/HC impeller option	2.00	EA	8,400.00	\$ 16,800.00
PS-62C	New Submersible Pumps 5.5 - 7.5 HP Pump CP or N series/HC impeller option	2.00	EA	10,000.00	\$ 20,000.00
PS-62D	New Submersible Pumps 7.5 - 10 HP Pump CP or N series/HC impeller option	2.00	EA	11,700.00	\$ 23,400.00
PS-62E	New Submersible Pumps 10.5 - 12 HP Pump CP or N series/HC impeller option	2.00	EA	15,000.00	\$ 30,000.00
PS-62F	New Submersible Pumps 12.5 - 15 HP Pump CP or N series/HC impeller option	3.00	EA	17,500.00	\$ 52,500.00
PS-62G	New Submersible Pumps 15.5 - 23 HP Pump CP or N series/HC impeller option	3.00	EA	21,000.00	\$ 63,000.00
PS-62H	New Submersible Pumps 23.5 - 25 HP Pump CP or N series/HC impeller option	2.00	EA	22,000.00	\$ 44,000.00
PS-62I	New Submersible Pumps 25.5 - 30 HP Pump CP or N series/HC impeller option	2.00	EA	26,000.00	\$ 52,000.00
PS-62J	New Submersible Pumps 30.5 - 35 HP Pump CP or N series/HC impeller option	2.00	EA	27,000.00	\$ 54,000.00
PS-62K	New Submersible Pumps 35.5 - 40 HP Pump CP or N series/HC impeller option	2.00	EA	34,500.00	\$ 69,000.00
PS-62L	New Submersible Pumps 40.5 - 47 HP Pump CP or N series/HC impeller option	2.00	EA	36,500.00	\$ 73,000.00
PS-62M	New Submersible Pumps 47.5 - 50 HP Pump CP or N series/HC impeller option	2.00	EA	37,000.00	\$ 74,000.00
PS-62N	New Submersible Pumps 50.5 - 60 HP Pump CP or N series/HC impeller option	2.00	EA	40,000.00	\$ 80,000.00

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Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-62O	New Submersible Pumps 60.5 - 75 HP Pump CP or N series/HC impeller option	2.00	EA	44,000.00	\$ 88,000.00
PS-62P	New Submersible Pumps 75.5 - 90 HP Pump CP or N series/HC impeller option	2.00	EA	63,000.00	\$ 126,000.00
PS-62 Subtotal					\$ 877,300.00
PS-63	Furnish and Install Mix Flush Valve 3 - 23 HP	1.00	EA	3,700.00	\$ 3,700.00
PS-64	Pump Preventive Maintenance Testing	2.00	EA	750.00	\$ 1,500.00
PS-65	Furnish and Install Area Lighting on 10 Foot Pole	10.00	EA	3,400.00	\$ 34,000.00
PS-66	Furnish and Install Area Lighting on Gooseneck	4.00	EA	350.00	\$ 1,400.00
PS-67	Furnish and Install Short Pole Area Lighting	5.00	EA	2,000.00	\$ 10,000.00
PS-68	Generator Electrical Work & Start-up	1.00	EA	13,150.00	\$ 13,150.00
PS-63 THROUGH PS-68 Subtotal					\$ 63,750.00
PS-69	Furnish and Install Pump Discharge Connection				
PS-69A	Pump Discharge Connection (4")	1.00	EA	1,725.00	\$ 1,725.00
PS-69B	Pump Discharge Connection (6")	1.00	EA	2,720.00	\$ 2,720.00
PS-69C	Pump Discharge Connection (8")	1.00	EA	4,900.00	\$ 4,900.00
PS-69D	Pump Discharge Connection (10")	1.00	EA	5,000.00	\$ 5,000.00
PS-69E	Pump Discharge Connection (12")	1.00	EA	8,000.00	\$ 8,000.00
PS-69 Subtotal					\$ 22,345.00
PS-70	New Replacement S.S Pump Guide Rails - 2 inch	100.00	LF	37.00	\$ 3,700.00
PS-71	New Replacement S.S Pump Guide Rails - 3 Inch	25.00	LF	45.00	\$ 1,125.00
PS-70 THROUGH PS-71 Subtotal					\$ 4,825.00
PS-72	New Replacement S.S Guide Rail Brackets				
PS-72A	New Replacement S.S Guide Rail Brackets (2 In. Upper Guide Rail Bracket)	5.00	EA	270.00	\$ 1,350.00
PS-72B	New Replacement S.S Guide Rail Brackets (2 In. Intermediate Bracket)	4.00	EA	350.00	\$ 1,400.00

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Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-72C	New Replacement S.S Guide Rail Brackets (3 In. Upper Guide Rail Bracket)	4.00	EA	250.00 \$	1,000.00
PS-72D	New Replacement S.S Guide Rail Brackets (3 In. Intermediate Bracket)	2.00	EA	375.00 \$	750.00
PS-72 Subtotal					4,500.00
PS-73	Furnish and Install PVC "p" Trap in Wet Well - 4 inch	5.00	EA	300.00 \$	1,500.00
PS-74	Furnish and Install PVC Vent in Wet Well	4.00	EA	800.00 \$	3,200.00
PS-75	Remove PVC "p" Traps in Wet Well and Replace with Flanged All-Rubber Duck Bill Type Check Valve	4.00	EA	500.00 \$	2,000.00
PS-73 THROUGH PS-75					6,700.00
PS-76	Furnish and Install Cam-Lok Coupling Adapter & Dust Cap				
PS-76A	Cam-Lok Coupling Adapter & Dust Cap (4" S.S. male IPS X male Cam-Lok & Female Dust Cap)	8.00	EA	600.00 \$	4,800.00
PS-76B	Cam-Lok Coupling Adapter & Dust Cap (6" S.S. male IPS X male Cam-Lok & Female Dust Cap)	4.00	EA	950.00 \$	3,800.00
PS-76C	Cam-Lok Coupling Adapter & Dust Cap (8" S.S. male IPS X male Cam-Lok & Female Dust Cap)	2.00	EA	1,300.00 \$	2,600.00
PS-76 Subtotal					11,200.00
PS-77	Furnish and Install Exterior Pump Out Connection Enclosure	5.00	EA	3,700.00 \$	18,500.00
PS-78	Relocate Existing Potable Water Service	4.00	EA	900.00 \$	3,600.00
PS-79	Clean and Paint Valve Vault Concrete and Piping	1.00	EA	2,000.00 \$	2,000.00
PS-80	Clean and Paint Valve Vault Concrete	2.00	EA	1,000.00 \$	2,000.00
PS-81	Clean Existing Wet Well and Dispose of Waste	19.00	EA	2,800.00 \$	53,200.00
PS-82	Wet Wall Fillet Concrete	50.00	CF	30.00 \$	1,500.00
PS-83	Ballast Concrete	24.00	CY	120.00 \$	2,880.00
PS-85	Maintenance of Traffic	25,000.00	UNIT	1.00 \$	25,000.00
PS-77 THROUGH PS-85 Subtotal					108,680.00

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Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-86-94 Labor Rates					
PS-86	Labor Rates Foreman	99.00	HR	85.00 \$	8,415.00
PS-87	Labor Rates Skilled	100.00	HR	65.00 \$	6,500.00
PS-88	Labor Rates Welder with Equipment & Materials	6.00	DAY	1,200.00 \$	7,200.00
PS-89	Labor Rates Un-Skilled	100.00	HR	45.00 \$	4,500.00
PS-90	Labor Rates Electrician	100.00	HR	72.00 \$	7,200.00
PS-91	Labor Rates Electrician Helper	100.00	HR	55.00 \$	5,500.00
PS-92	Labor Rates Backhoe Operator	50.00	HR	51.00 \$	2,550.00
PS-93	Labor Rates Crane Truck Operator	50.00	HR	51.00 \$	2,550.00
PS-94	Labor Rates Dump Truck Driver	50.00	HR	51.00 \$	2,550.00
PS-86 THROUGH PS-94 Subtotal					46,965.00
PS-95-107 Equipment Rental					
PS-95	Equipment Rental Backhoe (1.0 Cubic Yard Bucket)	20.00	DAY	400.00 \$	8,000.00
PS-96	Equipment Rental Dump Truck (5 Cubic Yards)	20.00	DAY	350.00 \$	7,000.00
PS-97	Equipment Rental Trencher (40 HP)	8.00	DAY	300.00 \$	2,400.00
PS-98	Equipment Rental Generator (10 KW)	6.00	DAY	200.00 \$	1,200.00
PS-99	Equipment Rental Equipment Truck (1 Ton FB)	6.00	DAY	125.00 \$	750.00
PS-100	Equipment Rental Trash Pump - 3"	6.00	DAY	45.00 \$	270.00
PS-101	Equipment Rental Diesel Pump - 6"	10.00	DAY	125.00 \$	1,250.00
PS-102	Equipment Rental Vacuum Truck - 3000 gallon (Standby)	8.00	HR	90.00 \$	720.00
PS-103	Equipment Rental Vacuum Truck - 3000 gallon (In Use)	8.00	HR	110.00 \$	880.00
PS-104	Equipment Rental Vacuum Truck - 5000 gallon (Standby)	8.00	HR	200.00 \$	1,600.00
PS-105	Equipment Rental Vacuum Truck - 5000 gallon (In Use)	8.00	HR	215.00 \$	1,720.00

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Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-106	Equipment Rental Light Tower with Generator	8.00	DAY	100.00 \$	800.00
PS-107	Equipment Rental Crane Truck (25 Ton or less)	6.00	DAY	500.00 \$	3,000.00
	PS-95 THROUGH PS-107 Subtotal				29,590.00
		Base Bid			5,322,777.00
999-0000	Unspecified Work (Allowance)	400,000.00	EA	1.00 \$	400,000.00
	Add Base Bid + Unspecified Work for Total Bid	Total Bid			5,722,777.00

SECTION A - GENERAL CONDITIONS

7. **PUBLIC REVIEW AT BID OPENING:** Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.
8. **BID TABULATION INQUIRIES:**
Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.
9. **AWARD OF CONTRACT:**
- (a) The Contract will be awarded to the lowest responsive, responsible Bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
 - (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
 - (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to one Bidder by drawing lots in public.
 - (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.
10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) Bidder, for any Contract, such bids or proposals shall be judged non-responsive. Related parties mean Bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another Bidder or proposer for the same Contract or in which a parent company or the principles thereof of one (1) Bidder or proposer have a direct or indirect ownership interest in another Bidder or proposer for the same Contract.
11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.
12. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Agreement.

EXHIBIT "B"

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.

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 4

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
	Mobilization/ Demobilization					
PS-1A	Mobilization/ Demobilization \$2,500 or less		EA	\$325.00		
PS-1B	Mobilization/ Demobilization \$5,000 or less		EA	\$375.00	\$ -	
PS-1C	Mobilization/ Demobilization \$7,500 or less		EA	\$600.00	\$ -	
PS-1D	Mobilization/ Demobilization \$7,501 or greater	1	EA	\$8,200.00	\$ 8,200.00	
	Execution of General Requirements					
PS-2A	Execution of General Requirements \$2,500 or less		EA	\$300.00	\$ -	
PS-2B	Execution of General Requirements \$5,000 or less		EA	\$450.00	\$ -	
PS-2C	Execution of General Requirements \$7,500 or less		EA	\$650.00	\$ -	
PS-2D	Execution of General Requirements \$7,501 or greater	1	EA	\$3,200.00	\$ 3,200.00	
	Initial Excavation Per Dig - 20 LF					
PS-3A	Initial Excavation Per Dig - 20 LF 0'-6' depth	1	EA	\$2,200.00	\$ 2,200.00	
PS-3B	Initial Excavation Per Dig - 20 LF 6'-8' depth		EA	\$400.00	\$ -	
PS-3C	Initial Excavation Per Dig - 20 LF 8'-10' depth		EA	\$400.00	\$ -	
PS-3D	Initial Excavation Per Dig - 20 LF 10'-12' depth		EA	\$405.00	\$ -	
PS-3E	Initial Excavation Per Dig - 20 LF 12'-14' depth		EA	\$410.00	\$ -	
PS-3F	Initial Excavation Per Dig - 20 LF 14'-16' depth		EA	\$420.00	\$ -	
PS-3G	Initial Excavation Per Dig - 20 LF 16'-18' depth		EA	\$500.00	\$ -	
PS-3H	Initial Excavation Per Dig - 20 LF 18' or higher depth		EA	\$525.00	\$ -	
	Additional Excavation Per Dig - 10 LF					
PS-4A	Additional Excavation Per Dig - 10 LF 0'-6' depth		EA	\$1,300.00	\$ -	
PS-4B	Additional Excavation Per Dig - 10 LF 6'-8' depth		EA	\$350.00	\$ -	
PS-4C	Additional Excavation Per Dig - 10 LF 8'-10' depth		EA	\$350.00	\$ -	
PS-4D	Additional Excavation Per Dig - 10 LF 10'-12' depth		EA	\$350.00	\$ -	
PS-4E	Additional Excavation Per Dig - 10 LF 12'-14' depth		EA	\$350.00	\$ -	
PS-4F	Additional Excavation Per Dig - 10 LF 14'-16' depth		EA	\$360.00	\$ -	
PS-4G	Additional Excavation Per Dig - 10 LF 16'-18' depth		EA	\$360.00	\$ -	
PS-4H	Additional Excavation Per Dig - 10 LF 18' or higher depth		EA	\$360.00	\$ -	
	By-Pass Pumping Set Up w / 2 pumps					
PS-5A	By-Pass Pumping Set Up w / 2 pumps 0 HP to 3HP		EA	\$900.00	\$ -	
PS-5B	By-Pass Pumping Set Up w / 2 pumps 3.1 HP to 5HP	1	EA	\$1,400.00	\$ 1,400.00	
PS-5C	By-Pass Pumping Set Up w / 2 pumps 5.1 HP to 7.5HP		EA	\$1,400.00	\$ -	
PS-5D	By-Pass Pumping Set Up w / 2 pumps 7.6 HP to 10HP		EA	\$1,500.00	\$ -	
PS-5E	By-Pass Pumping Set Up w / 2 pumps 10.1 HP to 15HP		EA	\$1,500.00	\$ -	
PS-5F	By-Pass Pumping Set Up w / 2 pumps 15.1 HP to 20HP		EA	\$1,800.00	\$ -	
PS-5G	By-Pass Pumping Set Up w / 2 pumps 20.1 HP to 47HP		EA	\$2,000.00	\$ -	
PS-5H	By-Pass Pumping Set Up w / 2 pumps 47.1 HP to 88 HP		EA	\$3,000.00	\$ -	
PS-5I	By-Pass Pumping Set Up w / 2 pumps 88.1 HP and greater		EA	\$4,000.00	\$ -	
	By-Pass Pumping Operation with 2 pumps					
PS-6A	By-Pass Pumping Operation with 2 pumps 0 HP to 3HP		DAYS	\$500.00	\$ -	
PS-6B	By-Pass Pumping Operation with 2 pumps 3.1 HP to 5HP	60	DAYS	\$850.00	\$ 51,000.00	
PS-6C	By-Pass Pumping Operation with 2 pumps 5.1 HP to 7.5HP		DAYS	\$875.00	\$ -	
PS-6D	By-Pass Pumping Operation with 2 pumps 7.6 HP to 10HP		DAYS	\$900.00	\$ -	
PS-6E	By-Pass Pumping Operation with 2 pumps 10.1 HP to 15HP		DAYS	\$900.00	\$ -	
PS-6F	By-Pass Pumping Operation with 2 pumps 15.1 HP to 20HP		DAYS	\$1,000.00	\$ -	
PS-6G	By-Pass Pumping Operation with 2 pumps 20.1 HP to 47HP		DAYS	\$1,050.00	\$ -	
PS-6H	By-Pass Pumping Operation with 2 pumps 47.1 HP to 88 HP		DAYS	\$1,100.00	\$ -	

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 4

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
PS-6I	By-Pass Pumping Operation with 2 pumps 88.1 HP and greater		DAYS	\$1,100.00	\$ -	
	Well Point Dewatering-Initial 12 Points					
PS-7A	Well Point Dewatering-Initial 12 Points 0'-6' depth		EA	\$1,450.00	\$ -	
PS-7B	Well Point Dewatering-Initial 12 Points 6'-8' depth		EA	\$900.00	\$ -	
PS-7C	Well Point Dewatering-Initial 12 Points 8'-10' depth		EA	\$900.00	\$ -	
PS-7D	Well Point Dewatering-Initial 12 Points 10'-12' depth		EA	\$900.00	\$ -	
PS-7E	Well Point Dewatering-Initial 12 Points 12'-14' depth		EA	\$900.00	\$ -	
PS-7F	Well Point Dewatering-Initial 12 Points 14'-16' depth		EA	\$900.00	\$ -	
PS-7G	Well Point Dewatering-Initial 12 Points 16'-18' depth		EA	\$900.00	\$ -	
PS-7H	Well Point Dewatering-Initial 12 Points 18' or higher depth		EA	\$900.00	\$ -	
	Well Point Dewatering-Additional per Well Point					
PS-8A	Well Point Dewatering-Additional per Well Point 0'-6' depth		EA	\$35.00	\$ -	
PS-8B	Well Point Dewatering-Additional per Well Point 6'-8' depth		EA	\$35.00	\$ -	
PS-8C	Well Point Dewatering-Additional per Well Point 8'-10' depth		EA	\$35.00	\$ -	
PS-8D	Well Point Dewatering-Additional per Well Point 10'-12' depth		EA	\$35.00	\$ -	
PS-8E	Well Point Dewatering-Additional per Well Point 12'-14' depth		EA	\$35.00	\$ -	
PS-8F	Well Point Dewatering-Additional per Well Point 14'-16' depth		EA	\$35.00	\$ -	
PS-8G	Well Point Dewatering-Additional per Well Point 16'-18' depth		EA	\$35.00	\$ -	
PS-8H	Well Point Dewatering-Additional per Well Point 18' or higher depth		EA	\$35.00	\$ -	
	Furnish and Install Gate Valve / Resilient Wedge					
PS-9A	Furnish and Install Gate Valve 4" diameter		EA	\$800.00	\$ -	
PS-9B	Furnish and Install Gate Valve 6" diameter	3	EA	\$1,020.00	\$ 3,060.00	
PS-9C	Furnish and Install Gate Valve 8" diameter		EA	\$1,420.00	\$ -	
PS-9D	Furnish and Install Gate Valve 10" diameter		EA	\$2,035.00	\$ -	
PS-9E	Furnish and Install Gate Valve 12" diameter		EA	\$2,345.00	\$ -	
	Furnish and Install Check Valve / Swing type Lever Weight					
PS-10A	Furnish and Install Check Valve 4" diameter		EA	\$1,400.00	\$ -	
PS-10B	Furnish and Install Check Valve 6" diameter	2	EA	\$1,600.00	\$ 3,200.00	
PS-10C	Furnish and Install Check Valve 8" diameter		EA	\$2,300.00	\$ -	
PS-10D	Furnish and Install Check Valve 10" diameter		EA	\$3,200.00	\$ -	
PS-10E	Furnish and Install Check Valve 12" diameter		EA	\$4,400.00	\$ -	
	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)					
PS-11A	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)4" diameter		LF	\$25.00	\$ -	
PS-11B	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)6" diameter		LF	\$35.00	\$ -	
PS-11C	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)8" diameter		LF	\$40.00	\$ -	
PS-11D	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)10" diameter		LF	\$45.00	\$ -	
PS-11E	Furnish and Install C-900 DR-18 PVC Pipe (Force or Gravity Main)12" diameter		LF	\$48.00	\$ -	
	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated)					
PS-12A	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated) 4" diameter		LF	\$195.00	\$ -	
PS-12B	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated) 6" diameter		LF	\$212.00	\$ -	
PS-12C	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated) 8" diameter		LF	\$295.00	\$ -	
PS-12D	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated) 10" diameter		LF	\$340.00	\$ -	

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 4

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
PS-12E	Furnish and Install Ductile Iron Pipe Replacement (Flanged and Coated) 12" diameter		LF	\$375.00	\$ -	
	Furnish and Install Stainless Steel (316-Sch. 40) Pipe					
PS-13A	Furnish and Install Stainless Steel (316-Sch. 40) Pipe 4" diameter		LF	\$125.00	\$ -	
PS-13B	Furnish and Install Stainless Steel (316-Sch. 40) Pipe 6" diameter	40	LF	\$145.00	\$ 5,800.00	Deduct for (40')SS \$57.91' - HDPE \$172.88' + 7% tax = \$2,293.62
PS-13C	Furnish and Install Stainless Steel (316-Sch. 40) Pipe 8" diameter		LF	\$200.00	\$ -	
PS-13D	Furnish and Install Stainless Steel (316-Sch. 40) Pipe 10" diameter		LF	\$210.00	\$ -	
PS-13E	Furnish and Install Stainless Steel (316-Sch. 40) Pipe 12" diameter		LF	\$230.00	\$ -	
	Furnish and Install Stainless Steel (316) Pipe Flanges					
PS-14A	Furnish and Install Stainless Steel (316) Pipe Flanges 4" pipe flange		EA	\$200.00	\$ -	
PS-14B	Furnish and Install Stainless Steel (316) Pipe Flanges 6" pipe flange	8	EA	\$240.00	\$ 1,920.00	Adder for HDPE Flg (8)\$206.76 - SS Flg \$91.76ea + 7% tax + markup 10% = \$1,082.84
PS-14C	Furnish and Install Stainless Steel (316) Pipe Flanges 8" pipe flange		EA	\$350.00	\$ -	
PS-14D	Furnish and Install Stainless Steel (316) Pipe Flanges 10" pipe flange		EA	\$400.00	\$ -	
PS-14E	Furnish and Install Stainless Steel (316) Pipe Flanges 12" pipe flange		EA	\$475.00	\$ -	
PS-15	Furnish and Install Ductile Iron Fittings and Restraints	414	LBS	\$10.00	\$ 4,140.00	
PS-16	Furnish and Install Stainless Steel Fittings and Restraints	84.66	LBS	\$16.00	\$ 1,354.56	Plus adder for 316SS bolts
PS-17	Furnish and Install Stainless Steel Pressure Gauge Connections	2	EA	\$675.00	\$ 1,350.00	Adder for 2 gauges \$614.30. Adder Taps HDPE 1/2" port adder (2) \$152.68 - half coupling \$5.00 + 7% tax + 10% markup = \$896.85
PS-18A	Furnish and Install Stainless Steel (304) Pipe Saddle Supports 4" diameter		EA	\$300.00	\$ -	
PS-18B	Furnish and Install Stainless Steel (304) Pipe Saddle Supports 6" diameter	2	EA	\$300.00	\$ 600.00	Adder Supports to be 316ss
PS-18C	Furnish and Install Stainless Steel (304) Pipe Saddle Supports 8" diameter		EA	\$310.00	\$ -	
PS-18D	Furnish and Install Stainless Steel (304) Pipe Saddle Supports 10" diameter		EA	\$315.00	\$ -	
PS-18E	Furnish and Install Stainless Steel (304) Pipe Saddle Supports 12" diameter		EA	\$315.00	\$ -	
PS-19	Furnish and Install Bollards (Per Detail)		EA	\$325.00	\$ -	
PS-20	Furnish and Install Wet Well - Concrete		CY	\$500.00	\$ -	
PS-21	Furnish and Install Wet Well - Fiberglass		SF	\$65.00	\$ -	
PS-22	Furnish and Install Manhole with Frame and Cover less than 12 Feet deep		VF	\$425.00	\$ -	
PS-23	Furnish and Install Manhole with Frame and Cover greater than 12 Feet deep		VF	\$440.00	\$ -	
PS-24	Furnish and Install Wet Well Top Slab, Access Frame and Door (HS-20 Rated)	113	SF	\$138.00	\$ 15,594.00	Adder for water tight door. Lid 12' diameter
PS-25	Furnish and Install Wet Well Top Slab, Access Frame and Door (300 PSF Rated)		SF	\$185.00	\$ -	
PS-26A	Furnish and Install Valve Vault (Duplex) 6' x 6'		EA	\$3,800.00	\$ -	
PS-26B	Furnish and Install Valve Vault (Duplex) 7' x 7'		EA	\$5,500.00	\$ -	
PS-26C	Furnish and Install Valve Vault (Duplex) 7' 6" x 8'		EA	\$5,700.00	\$ -	
PS-26D	Furnish and Install Valve Vault (Duplex) 8' 6" x 9'		EA	\$6,200.00	\$ -	
PS-26E	Furnish and Install Valve Vault (Duplex) 9' x 10'		EA	\$7,500.00	\$ -	
PS-27A	Furnish and Install Valve Vault (Triplex) 6' x 7'		EA	\$4,000.00	\$ -	
PS-27B	Furnish and Install Valve Vault (Triplex) 7' x 8'		EA	\$5,300.00	\$ -	
PS-27C	Furnish and Install Valve Vault (Triplex) 7' 6" x 10'		EA	\$6,000.00	\$ -	
PS-27D	Furnish and Install Valve Vault (Triplex) 8' 6" x 11'		EA	\$7,500.00	\$ -	
PS-27E	Furnish and Install Valve Vault (Triplex) 9' x 12'		EA	\$13,000.00	\$ -	
PS-28	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Duplex)	35	SF	\$190.00	\$ 6,650.00	Adder for water tight door. Lid 5' x 7"

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 4

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
PS-29	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Triplex)		SF	\$195.00	\$ -	
PS-30	Furnish and Install Valve Vault Top Slab, Access Frame and Door (300 PSF Rated) (Duplex)		SF	\$182.00	\$ -	
PS-31	Furnish and Install Valve Vault Top Slab, Access Frame and Door (300 PSF Rated) (Triplex)		SF	\$185.00	\$ -	
PS-32A	Furnish and Install Inside PVC Drop Connection to Wet Well 4"		VF	\$180.00	\$ -	
PS-32B	Furnish and Install Inside PVC Drop Connection to Wet Well 6"		VF	\$200.00	\$ -	
PS-32C	Furnish and Install Inside PVC Drop Connection to Wet Well 8"		VF	\$225.00	\$ -	
PS-32D	Furnish and Install Inside PVC Drop Connection to Wet Well 10"		VF	\$250.00	\$ -	
PS-32E	Furnish and Install Inside PVC Drop Connection to Wet Well 12"		VF	\$260.00	\$ -	
PS-32F	Furnish and Install Inside PVC Drop Connection to Wet Well Over 12 "		VF	\$275.00	\$ -	
PS-33	Furnish and Install Fiberglass Liner With Top and Grout		SF	\$69.00	\$ -	
PS-34	Install Polymorphic Resin (I.E.T.) Liner Systems		SF	\$26.00	\$ -	
PS-35	Install 100% Calcium Aluminate (Sewper Coat™) Lining System (minimum 1" thickness)	632	SF	\$23.00	\$ 14,536.00	10'Dia x 14.58' well and valve box
PS-36	Install SpectraShield™ Lining System		SF	\$23.00	\$ -	
PS-37	Install Urethane/ Epoxy, Polyurea (Green Monster™) Lining System		SF	\$31.00	\$ -	
PS-38	Furnish and Install Wet Well Draw Tube		VF	\$75.00	\$ -	
PS-39	Furnish, Install and Remove Temporary Sheeting		SF	\$20.00	\$ -	
PS-40	Furnish and Install Permanent Sheeting		SF	\$35.00	\$ -	
	Pavement Base & Base Restoration					
PS-41	Pavement Base & Base Restoration 6" Crushed Concrete		SY	\$15.00	\$ -	
	Asphalt Pavement Base & Base Restoration					
PS-42	Asphalt Pavement Base & Base Restoration 4" Asphaltic Base		SY	\$38.00	\$ -	
	Asphalt Surface Pavement					
PS-43	Asphalt Surface Pavement 1" PC-3 ACSC		SY	\$17.00	\$ -	
PS-44	Flowable Fill		CY	\$125.00	\$ -	
PS-45	Shell Driveway Base, 6" Thick	30	SY	\$45.00	\$ 1,350.00	Site restoration area around PS
PS-46	Furnish and Install Structural Concrete (4000 psi)		CY	\$900.00	\$ -	
PS-47	Remove/Reconstruct Concrete Driveways/Control Panel Slabs: All 6 inches thick around wet wells	10	SY	\$285.00	\$ 2,850.00	control panel slab
PS-48	Pea Gravel Driveway		CY	\$300.00	\$ -	
PS-49	Remove/Reconstruct Concrete Sidewalks		CY	\$450.00	\$ -	
PS-50	Remove/Reconstruct Concrete Curb and Gutters		LF	\$26.00	\$ -	
PS-51	Grass Restoration by Seeding		SY	\$3.00	\$ -	
PS-52	Grass Restoration by Sodding		SY	\$7.00	\$ -	
PS-53	Special Refill Materials - Crushed Stone	5	CY	\$38.00	\$ 190.00	
PS-54	Special Backfill Materials - Sand		CY	\$30.00	\$ -	
PS-55A	Remove and Replace Concrete for Wall Penetrations 2" Diameter or less Hole	6	EA	\$315.00	\$ 1,890.00	three 2" elec, one 1.25" elec, one 2" P-trap
PS-55B	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	1	EA	\$375.00	\$ 375.00	vent
PS-55C	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	4	EA	\$525.00	\$ 2,100.00	crossover pipes
PS-55D	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole		EA	\$650.00	\$ -	
PS-55E	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole		EA	\$670.00	\$ -	
PS-55F	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole		EA	\$680.00	\$ -	
	Furnish and Install Control Panel 230 Volts/3 Phase					
PS-56AA	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP Contact Motor Starter		EA	\$28,000.00	\$ -	
PS-56AB	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option		EA	\$42,000.00	\$ -	

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 4

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
PS-56BA	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP Contact Motor Starter	1	EA	\$36,000.00	\$ 36,000.00	
PS-56BB	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option		EA	\$42,000.00	\$ -	
PS-56C	Furnish and Install Control Panel 230 Volts/3 Phase 5.5 - 7.5 HP		EA	\$34,000.00	\$ -	
PS-56D	Furnish and Install Control Panel 230 Volts/3 Phase 8.0 - 10 HP		EA	\$35,500.00	\$ -	
PS-56E	Furnish and Install Control Panel 230 Volts/3 Phase 10.5 - 15.0 HP		EA	\$38,000.00	\$ -	
PS-56FA	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 -23.0 HP VFD Option/cross line bypass option		EA	\$83,500.00	\$ -	
PS-56FB	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 -23.0 HP Soft Start Option/cross line bypass option		EA	\$62,000.00	\$ -	
PS-56GA	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP VFD Option/cross line bypass option		EA	\$70,000.00	\$ -	
PS-56GB	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP Soft Start Option/cross line bypass option		EA	\$51,000.00	\$ -	
PS-56HA	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP VFD Option/cross line bypass option		EA	\$78,500.00	\$ -	
PS-56HB	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP Soft Start Option/cross line bypass option		EA	\$57,500.00	\$ -	
PS-56IA	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP VFD Option/cross line bypass option		EA	\$92,000.00	\$ -	
PS-56IB	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP Soft Start Option/cross line bypass option		EA	\$67,500.00	\$ -	
PS-56JA	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP VFD Option/cross line bypass option		EA	\$97,000.00	\$ -	
PS-56JB	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP Soft Start Option/cross line bypass option		EA	\$68,000.00	\$ -	
	Furnish and Install Control Panel 460 Volts/3 Phase					
PS-56K	Furnish and Install Control Panel 460 Volts/3 Phase 1.0 - 3 HP		EA	\$35,000.00	\$ -	
PS-56L	Furnish and Install Control Panel 460 Volts/3 Phase 3.5 - 5 HP		EA	\$35,000.00	\$ -	
PS-56M	Furnish and Install Control Panel 460 Volts/3 Phase 5.5 - 7.5 HP		EA	\$36,000.00	\$ -	
PS-56N	Furnish and Install Control Panel 460 Volts/3 Phase 8.0 - 10 HP		EA	\$36,000.00	\$ -	
PS-56O	Furnish and Install Control Panel 460 Volts/3 Phase 10.5 - 15.0 HP		EA	\$36,000.00	\$ -	
PS-56PA	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 -20.0 HP VFD Option/cross line bypass option		EA	\$81,000.00	\$ -	
PS-56PB	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 -20.0 HP Soft Start Option/cross line bypass option		EA	\$53,000.00	\$ -	
PS-56QA	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP VFD Option/cross line bypass option		EA	\$80,000.00	\$ -	
PS-56QB	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP Soft Start Option/cross line bypass option		EA	\$53,000.00	\$ -	
PS-56RA	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel VFD Option/cross line bypass option		EA	\$82,000.00	\$ -	
PS-56RB	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel Soft Start Option/cross line bypass option		EA	\$55,000.00	\$ -	
PS-56S	Furnish and Install Control Panel 460 Volts/3 Phase 30.5 -40.0 HP Panel - VFD/cross line bypass option		EA	\$90,000.00	\$ -	
PS-56T	Furnish and Install Control Panel 460 Volts/3 Phase 50.0 HP Panel - VFD/cross line bypass option		EA	\$93,000.00	\$ -	

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 4

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
PS-56U	Furnish and Install Control Panel 460 Volts/3 Phase 60.0 HP Panel - VFD/cross line bypass option		EA	\$103,000.00	\$ -	
PS-56V	Furnish and Install Control Panel 460 Volts/3 Phase 75.0 HP Panel - VFD/cross line bypass option		EA	\$120,000.00	\$ -	
PS-56W	Furnish and Install Control Panel 460 Volts/3 Phase 90.0 HP Panel - VFD/cross line bypass option		EA	\$130,000.00	\$ -	
PS-56X	Furnish and Install Control Panel 460 Volts/3 Phase 51.0 - 60.0 HP Panel - VFD - Triplex /cross line bypass option		EA	\$135,000.00	\$ -	
PS-57A	Furnish and Install Wet Well Mixer ITT Flygt 2.3HP mixer model #SR4620		EA	\$17,000.00	\$ -	
PS-57B	Furnish and Install Wet Well Mixer ABS 2 HP mixer model #RW2022		EA	\$13,000.00	\$ -	
PS-58A	Furnish and Install Level Sensors Greyline		EA	\$5,800.00	\$ -	
PS-58B	Furnish and Install Level Sensors Bubbler		EA	\$10,000.00	\$ -	
PS-58C	Furnish and Install Level Sensors HydroRanger/XPS-15		EA	\$6,400.00	\$ -	
PS-59	Furnish and Install Floats	1	SET	1,660.00	\$ 1,660.00	
PS-60	SCADA/RTU Panel Relocation		EA	6,000.00	\$ -	
PS-61A	Furnish and Install New ACE MOSCAD SCADA/RTU Panel		EA	14,000.00	\$ -	
PS-62A	Furnish and Install New Submersible Pumps 3 HP Pump or less CP or N series/HC impeller option		EA	\$5,800.00	\$ -	
PS-62B	Furnish and Install New Submersible Pumps 3.5 - 5 HP Pump CP or N series/HC impeller option	2	EA	\$8,400.00	\$ 16,800.00	Adder, zinc anodes & performance testing
PS-62C	Furnish and Install New Submersible Pumps 5.5 - 7.5 HP Pump CP or N series/HC impeller option		EA	\$10,000.00	\$ -	
PS-62D	Furnish and Install New Submersible Pumps 7.5 - 10 HP Pump CP or N series/HC impeller option		EA	\$11,700.00	\$ -	
PS-62E	Furnish and Install New Submersible Pumps 10.5 - 12 HP Pump CP or N series/HC impeller option		EA	\$15,000.00	\$ -	
PS-62F	Furnish and Install New Submersible Pumps 12.5 - 15 HP Pump CP or N series/HC impeller option		EA	\$17,500.00	\$ -	
PS-62G	Furnish and Install New Submersible Pumps 15.5 - 23 HP Pump CP or N series/HC impeller option		EA	\$21,000.00	\$ -	
PS-62H	Furnish and Install New Submersible Pumps 23.5 - 25 HP Pump CP or N series/HC impeller option		EA	\$22,000.00	\$ -	
PS-62I	Furnish and Install New Submersible Pumps 25.5 - 30 HP Pump CP or N series/HC impeller option		EA	\$26,000.00	\$ -	
PS-62J	Furnish and Install New Submersible Pumps 30.5 - 35 HP Pump CP or N series/HC impeller option		EA	\$27,000.00	\$ -	
PS-62K	Furnish and Install New Submersible Pumps 35.5 - 40 HP Pump CP or N series/HC impeller option		EA	\$34,500.00	\$ -	
PS-62L	Furnish and Install New Submersible Pumps 40.5 - 47 HP Pump CP or N series/HC impeller option		EA	\$36,500.00	\$ -	
PS-62M	Furnish and Install New Submersible Pumps 47.5 - 50 HP Pump CP or N series/HC impeller option		EA	\$37,000.00	\$ -	
PS-62N	Furnish and Install New Submersible Pumps 50.5 - 60 HP Pump CP or N series/HC impeller option		EA	\$40,000.00	\$ -	
PS-62O	Furnish and Install New Submersible Pumps 60.5 - 75 HP Pump CP or N series/HC impeller option		EA	\$44,000.00	\$ -	
PS-62P	Furnish and Install New Submersible Pumps 75.5 - 90 HP Pump CP or N series/HC impeller option		EA	\$63,000.00	\$ -	
PS-63	Furnish and Install Mix Flush Valve 3- 23 HP		EA	\$3,700.00	\$ -	
PS-64	Pump Preventative Maintenance Testing		EA	\$750.00	\$ -	
PS-65	Furnish and Install Area Lighting on 10 Foot Pole		EA	\$3,400.00	\$ -	

Project No.: 000964A

Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021

Bid No.: 178-0360-CP(JJ)

Location: LS 4

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
PS-66	Furnish and Install Area Lighting on Gooseneck		EA	\$350.00	\$ -	
PS-67	Furnish and Install Area Lighting on 6 Foot Pole		EA	\$2,000.00	\$ -	
PS-68	Generator Electrical Work & Startup		EA	\$13,150.00	\$ -	
PS-69A	Furnish and Install Pump Discharge Connection 4"	2	EA	\$1,725.00	\$ 3,450.00	
PS-69B	Furnish and Install Pump Discharge Connection 6"		EA	\$2,720.00	\$ -	
PS-69C	Furnish and Install Pump Discharge Connection 8"		EA	\$4,900.00	\$ -	
PS-69D	Furnish and Install Pump Discharge Connection 10"		EA	\$5,000.00	\$ -	
PS-69E	Furnish and Install Pump Discharge Connection 12"		EA	\$8,000.00	\$ -	
PS-70	New Replacement S.S Pump Guide Rails-2 Inch	60	LF	\$37.00	\$ 2,220.00	
PS-71	New Replacement S.S Pump Guide Rails-3 Inch		LF	\$45.00	\$ -	
PS-72A	New Replacement S.S Guide Rail Brackets 2 Inch Upper Guide Rail Bracket	2	EA	\$270.00	\$ 540.00	
PS-72B	New Replacement S.S Guide Rail Brackets 2 Inch Intermediate Bracket		EA	\$350.00	\$ -	
PS-72C	New Replacement S.S Guide Rail Brackets 3 Inch Upper Guide Rail Bracket		EA	\$250.00	\$ -	
PS-72D	New Replacement S.S Guide Rail Brackets 3 Inch Intermediate Bracket		EA	\$375.00	\$ -	
PS-73	Furnish and Install PVC "P" Trap in Wet Well - 4 inch	1	EA	\$300.00	\$ 300.00	2" drain line
PS-74	Furnish and Install PVC Vents in Wet Well	1	EA	\$800.00	\$ 800.00	
PS-75	Remove PVC "P" Traps in Wet Well and Replace with Flanged All-Rubber Duck Bill Type Check Valve	1	EA	\$500.00	\$ 500.00	2" for valve vault drain
PS-76A	Furnish and Install Cam-Lok Coupling Adapter & Dust Cap 4" S.S. male IPS X male Cam-Lok & Female Dust Cap	1	EA	\$600.00	\$ 600.00	
PS-76B	Furnish and Install Cam-Lok Coupling Adapter & Dust Cap 6" S.S. male IPS X male Cam-Lok & Female Dust Cap		EA	\$950.00	\$ -	
PS-76C	Furnish and Install Cam-Lok Coupling Adapter & Dust Cap 8" S.S. male IPS X male Cam-Lok & Female Dust Cap		EA	\$1,300.00	\$ -	
PS-77	Furnish and Install Exterior Pump Out Connection Enclosure		EA	\$3,700.00	\$ -	
PS-78	Relocate Existing Potable Water Service	1	EA	\$900.00	\$ 900.00	Water on site
PS-79	Clean and Paint Valve Vault Concrete and Piping	0.5	EA	\$2,000.00	\$ 1,000.00	Paint piping
PS-80	Clean and Paint Valve Vault Concrete		EA	\$1,000.00	\$ -	
PS-81	Clean Existing Wet Well and Dispose of Waste	1	EA	\$2,800.00	\$ 2,800.00	
PS-82	Wet Well Fillet Concrete	32	CF	\$30.00	\$ 960.00	Wet well and valve box
PS-83	Ballast Concrete		CY	\$120.00	\$ -	
999-0000	Unspecified Work	23082.61	UNIT	\$ 1.00	\$ 23,082.61	Odor control Polylok on vent \$125.06, Linkseals \$828.47, two pressure gauges w/ saddles \$896.85, as-built drawings \$2,667.50, adder for 316ss pipe stands \$318.66, Engineer for lid design \$1,000, Adder for 316ss bolts \$118.48, 2 Hatch Flood Tight H2O load with safety grate \$3,671.06, HDPE 6" 90s \$155.36 HDPE pipe deduct -\$2,293.62, SS flages for HDPE adder \$1,082.84, SS wet well brackets \$552.61, Electrical ground box \$82, adder for pump upgrades \$3,651.56, Spare pump \$10,225.78
PS-85	Maintenance of Traffic	500	UNIT	\$ 1.00	\$ 500.00	
	Labor Rates					
PS-86	Labor Rates Forman	16	HR	\$85.00	\$ 1,360.00	Wet well pipe brackets, relocate RTU antenna,asbuilt survey
PS-87	Labor Rates Skilled	32	HR	\$65.00	\$ 2,080.00	
PS-88	Labor Rates Welder with Equipment & Materials	1	DAY	\$1,200.00	\$ 1,200.00	Fuse HDPE pipe
PS-89	Labor Rates Un-Skilled		HR	\$45.00	\$ -	
PS-90	Labor Rates Electrician	5	HR	\$72.00	\$ 360.00	Ground Testing and box
PS-91	Labor Rates Electrician Helper		HR	\$55.00	\$ -	

Project No.: 000964A
Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvements FY 2018 -FY 2021
Bid No.: 178-0360-CP(JJ)
Location: LS 4

						Remarks
No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	
PS-92	Labor Rates Backhoe Operator		HR	\$51.00	\$ -	
PS-93	Labor Rates Crane Truck Operator		HR	\$51.00	\$ -	
PS-94	Labor Rates Dump Truck Driver	8	HR	\$51.00	\$ 408.00	
	Equipment Rental					
PS-95	Equipment Rental Backhoe (1.0 Cubic Yard Bucket)		DAY	\$400.00	\$ -	
PS-96	Equipment Rental Dump Truck (5 Cubic Yards)	2	DAY	\$350.00	\$ 700.00	
PS-97	Equipment Rental Trencher (40 HP)		DAY	\$300.00	\$ -	
PS-98	Equipment Rental Generator (10 KW)		DAY	\$200.00	\$ -	
PS-99	Equipment Rental Equipment Truck (1 Ton FB)		DAY	\$125.00	\$ -	
PS-100	Equipment Rental Trash Pump - 3"	7	DAY	\$45.00	\$ 315.00	Dewater excavation
PS-101	Equipment Rental Diesel Pump - 6"		DAY	\$125.00	\$ -	
PS-102	Equipment Rental Vacuum Truck 3000gal-Standby		HR	\$90.00	\$ -	
PS-103	Equipment Rental Vacuum Truck 3000gal- In Use		HR	\$110.00	\$ -	
PS-104	Equipment Rental Vacuum Truck 5000gal-Standby		HR	\$200.00	\$ -	
PS-105	Equipment Rental Vacuum Truck 5000gal- In Use		HR	\$215.00	\$ -	
PS-106	Equipment Rental Light Tower with Generator		DAY	\$100.00	\$ -	
PS-107	Equipment Rental Crane Truck (25 Ton or less)	2	DAY	\$500.00	\$ 1,000.00	Remove pumps and install new wet well pumps
TOTAL PROJECT ESTIMATE				\$ 232,495.17		

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

Issue Considered: Ordinance 2021-10: Amending the Fire Pension multiplier

Date: May 11, 2021

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The City Commission ratified the agreement reached with the International Association of Firefighters (IAFF) Local 4966 at the April 27, 2021 meeting. That action authorized pay changes, effective FY 2021.

Adoption of Ordinance 2021-10 will authorize changes to the retirement plan, effective FY 2022. The City-funded benefit multiplier will increase from 2.25 to 2.75. Members will continue to fund an additional multiplier from 2.75 to 3.4 at their own expense, at an uncapped employee contribution rate. The employee contribution rate will decrease from 13.9% of pay to 11.0%, while the City's contribution rate will increase from 38.2% of pay to 41.0%.

Funding: The FY 2022 cost of the pension changes is approximately \$69,000.

Requested Motion: "I move to adopt Ordinance 2021-10 on final reading."

Attachment: Ordinance 2021-10
Actuarial Impact Statement

Ordinance 2021-10

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR INCREASE IN CITY FUNDED BASE MULTIPLIER; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Code of the City of St. Pete Beach provides for a Retirement System for the firefighters of the City of St. Pete Beach ("City");

WHEREAS, the City and the International Association of Fire Fighters, Local 4966, have entered into a collective bargaining agreement amending the City funded base benefit accrual rate from 2.25% to 2.75%;

WHEREAS, the City Commission of the City wants to implement the change in the base benefit accrual rate agreed to in collective bargaining;

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. Amendments. Section 66-254 Contributions of Article IV of Chapter 66 is hereby amended as follows:

Sec. 66-254. - Contributions.

(a) *Member contributions.* Contributions to the system shall be subject to the following:

(1) *Amount.* Each member of the system who has attained age 55 or 25 years of credited service on December 31, 2012 shall be required to make regular contributions to the fund in the amount of 10.3 percent of his salary. Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after January 1, 2013, shall be required to make contributions to the fund in accordance with section 66-339 of this chapter until the effective date of this ordinance. Member contributions for the period from the effective date of this ordinance through September 30, 2017, shall be 12.4 percent of his salary.

Member contributions for each fiscal year after that date, shall be determined by the actuary and will be documented in the annual valuation. ~~The Member contributions~~ and shall equal four percent of salary plus an amount that reflects the annual cost of the following benefit improvements, determined as of prior valuation date: (1) an increase in the benefit accrual rate for service after January 1, 2013 from 2.25 percent to 3.4 percent; (2) the change to the definition of salary effective with the effective date of this ordinance described in section

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.

66-251, Definitions; and (3) the three percent automatic COLA commencing seven years after retirement on benefits accrued on or after January 1, 2013. Effective beginning with the October 1, 2021 calculation of the additional Member contribution rate above four percent of salary, the calculation will be made as provided for in the previous sentence except that the City-funded base benefit accrual rate in item (1) will be 2.75% effective October 1, 2020. For service prior to October 1, 2020 and subsequent to January 1, 2013, the City-funded base benefit was 2.25%.

Member contributions withheld by the city on behalf of the member shall be deposited with the board of trustees immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to section 414(h) of the code. Such designation is contingent upon the contributions being excluded from the member's gross income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

- (2) *Method.* Such contributions shall be made by payroll deduction.
- (b) *State contributions.* Any monies received or receivable because of state laws for the express purpose of funding and paying for retirement benefits for city firefighters shall be deposited in the fund comprising part of this system immediately and under no circumstances more than five days after receipt by the city.
- (c) *City contributions.* So long as this system is in effect, the city shall make quarterly contributions to the fund in an amount equal to the difference in each year, between the total aggregated member contributions for the year, plus state contributions for such year, and the total cost for the year, as shown by the most recent actuarial valuation of the system, but in no event shall the city's annual contribution be less than two percent of the total salary of members. The total cost for any year shall be defined as the total normal cost plus the additional amount sufficient to amortize the unfunded past service liability as provided in part VII of F.S. ch. 112.
- (d) *Other.* Private donations, gifts and contributions may be deposited to the fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. Funds arising from these sources may be used only for additional benefits for members, as determined by the board, and may not be used to reduce what would have otherwise been required city contributions.

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,

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.

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 October 1, 2021.

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

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.

March 16, 2021

Board of Trustees
City of St. Pete Beach
Firefighters' Pension Board

Re: City of St. Pete Beach Firefighter's Retirement System

Dear Board:

Enclosed is the following material, which has been prepared in support of proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA
Enclosures

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of St. Pete Beach is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of St. Pete Beach is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF ST. PETE BEACH
FIREFIGHTER'S RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

March 16, 2021
(Page 1)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following change:

The benefit accrual rate was increased January 1, 2013 from 1.25% to 3.40% for service earned after that date. The agreement between the Union and the City was that the baseline Member Contribution Rate would be 4.0% of Salary and that the City would fund the cost of improving the benefit accrual rate from 1.25% to 2.25% among other benefit changes and the Members would have to cover the increase from 2.25% to 3.40% among other benefit changes.

The change outlined in this Impact Statement is that the City is now willing to fund a 2.75% benefit accrual rate instead of a 2.25% benefit accrual rate starting October 1, 2020. The new Member Contribution Rate would be effective October 1, 2021.

The cost impact, determined as of October 1, 2020, applicable to the fiscal year ending September 30, 2022, is as follows:

	<u>New Benefits</u>	<u>Old Benefits</u>
Minimum Required Contribution % of Projected Annual Payroll	60.3%	60.4%
Member Contributions (Est.) % of Projected Annual Payroll	11.0%	13.9%
City And State Required Contribution % of Projected Annual Payroll	49.3%	46.5%
State Contribution (Est.) ¹ % of Projected Annual Payroll	\$177,893 8.3%	\$177,893 8.3%
City Required Contribution ² % of Projected Annual Payroll	41.0%	38.2%

¹ Represents the amount received in calendar 2020. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City's required contribution.

CITY OF ST. PETE BEACH
FIREFIGHTER'S RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

March 16, 2021
(Page 2)

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2020 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of this study, we did not perform an analysis of the potential range of such future measurements.

Please note the contents of this analysis and the October 1, 2020 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks please see the Discussion of Risk section of the October 1, 2020 actuarial valuation report. The change presented herein is in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.


Patrick T. Donlan, ASA, EA, MAAA
Enrolled Actuary #20-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the amendment.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits Member Funded <u>10/1/2020</u>	Old Benefits Member Funded <u>10/1/2020</u>	New Benefits City Funded <u>10/1/2020</u>	Old Benefits City Funded <u>10/1/2020</u>
A. Participant Data				
Actives	32	32	32	32
Service Retirees	25	25	25	25
DROP Retirees	1	1	1	1
Beneficiaries	2	2	2	2
Disability Retirees	3	3	3	3
Terminated Vested	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>
Total	70	70	70	70
Total Annual Payroll	\$2,149,699	\$2,149,699	\$1,919,374	\$1,919,374
Payroll Under Assumed Ret. Age	2,149,699	2,149,699	1,919,374	1,919,374
Annual Rate of Payments to:				
Service Retirees	1,155,258	1,155,258	1,155,258	1,155,258
DROP Retirees	29,055	29,055	29,055	29,055
Beneficiaries	72,169	72,169	72,169	72,169
Disability Retirees	46,449	46,449	46,449	46,449
Terminated Vested	0	0	0	0
B. Assets				
Actuarial Value (AVA) ¹	16,308,997	16,308,997	15,732,966	15,732,966
Market Value (MVA) ¹	16,448,471	16,448,471	15,872,440	15,872,440
C. Liabilities				
Present Value of Benefits				
Actives				
Retirement Benefits	8,876,530	8,876,530	5,700,446	5,166,345
Disability Benefits	129,040	129,077	95,877	90,877
Death Benefits	49,180	49,588	35,046	32,185
Vested Benefits	443,933	443,932	295,468	267,832
Refund of Contributions	121,891	135,249	176,650	176,650
Service Retirees	16,210,764	16,210,764	16,210,764	16,210,764
DROP Retirees ¹	480,010	480,010	480,010	480,010
Beneficiaries	832,973	832,973	832,973	832,973
Disability Retirees	461,402	461,402	461,402	461,402
Terminated Vested	41,066	41,066	41,066	41,066
Share Plan Balances ¹	0	0	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>	<u>251,482</u>	<u>251,482</u>
Total	27,646,789	27,660,591	24,581,184	24,011,586

C. Liabilities - (Continued)	New Benefits Member Funded <u>10/1/2020</u>	Old Benefits Member Funded <u>10/1/2020</u>	New Benefits City Funded <u>10/1/2020</u>	Old Benefits City Funded <u>10/1/2020</u>
Present Value of Future Salaries	18,408,312	18,408,312	16,435,993	16,435,993
Present Value of Future Member Contributions	2,024,914	2,558,755	657,440	657,440
Normal Cost (Retirement)	404,036	404,036	251,404	221,739
Normal Cost (Disability)	9,660	9,665	7,542	7,273
Normal Cost (Death)	2,925	2,975	2,139	1,980
Normal Cost (Vesting)	30,910	30,910	26,708	24,832
Normal Cost (Refunds)	<u>22,734</u>	<u>24,493</u>	<u>20,536</u>	<u>20,536</u>
Total Normal Cost	470,265	472,079	308,329	276,360
Present Value of Future Normal Costs	3,898,734	3,908,870	2,505,499	2,203,657
Accrued Liability (Retirement)	5,393,992	5,393,992	3,585,907	3,332,797
Accrued Liability (Disability)	49,403	49,413	35,267	33,015
Accrued Liability (Death)	26,305	26,425	18,994	17,743
Accrued Liability (Vesting)	228,387	228,387	141,299	130,156
Accrued Liability (Refunds)	23,753	27,289	16,521	16,521
Accrued Liability (Inactives) ¹	18,026,215	18,026,215	18,026,215	18,026,215
Share Plan Balances ¹	0	0	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>	<u>251,482</u>	<u>251,482</u>
Total Actuarial Accrued Liability (EAN AL)	23,748,055	23,751,721	22,075,685	21,807,929
Unfunded Actuarial Accrued Liability (UAAL)	7,439,058	7,442,724	6,342,719	6,074,963
Funded Ratio (AVA / EAN AL)	68.7%	68.7%	71.3%	72.1%

D. Actuarial Present Value of	New Benefits Member Funded <u>10/1/2020</u>	Old Benefits Member Funded <u>10/1/2020</u>	New Benefits City Funded <u>10/1/2020</u>	Old Benefits City Funded <u>10/1/2020</u>
Accrued Benefits				
Vested Accrued Benefits				
Inactives ¹	18,026,215	18,026,215	18,026,215	18,026,215
Actives	1,633,052	1,633,052	1,075,011	1,075,011
Member Contributions	<u>1,294,774</u>	<u>1,294,774</u>	<u>1,294,774</u>	<u>1,294,774</u>
Total	20,954,041	20,954,041	20,396,000	20,396,000
Non-vested Accrued Benefits	<u>705,965</u>	<u>705,965</u>	<u>309,257</u>	<u>309,257</u>
Total Present Value				
Accrued Benefits (PVAB)	21,660,006	21,660,006	20,705,257	20,705,257
Funded Ratio (MVA / PVAB)	75.9%	75.9%	76.7%	76.7%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:				
Plan Amendments	0			
Assumption Changes	0			
Plan Experience	0			
Benefits Paid	0			
Interest	0			
Other	<u>0</u>			
Total	0			

	New Benefits Member Funded	Old Benefits Member Funded	New Benefits City Funded	Old Benefits City Funded
Valuation Date	10/1/2020	10/1/2020	10/1/2020	10/1/2020
Applicable to Fiscal Year Ending	<u>9/30/2022</u>	<u>9/30/2022</u>	<u>9/30/2022</u>	<u>9/30/2022</u>
E. Pension Cost				
Normal Cost (with interest) % of Total Annual Payroll ²	22.7	22.8	16.7	14.9
Administrative Expenses (with interest) % of Total Annual Payroll ²	2.3	2.3	2.5	2.5
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2020, with interest) % of Total Annual Payroll ²	35.3	35.3	35.1	34.1
Minimum Required Contribution % of Total Annual Payroll ²	60.3	60.4	54.3	51.5
Expected Member Contributions % of Total Annual Payroll ²	11.0	13.9	4.0	4.0
Expected City and State Contribution % of Total Annual Payroll ²	49.3	46.5	50.3	47.5

¹ The asset values and liabilities include accumulated DROP Plan Balances as of 9/30/2020.

² Contributions developed as of 10/1/2020 are expressed as a percentage of total annual payroll at 10/1/2020 of \$2,149,699 after changes.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 (Below Median) for Employees, set forward one year. Prior year assumption: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year. Prior year assumption: RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year. Prior year assumption: RP2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: PubS.H-2010 for Healthy Retirees, set forward one year. Prior year assumption: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB.

Beneficiary Lives:

Female: PubG.H-2010 for Healthy Retirees. Prior year assumption: RP2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: PubG.H-2010 for Healthy Retirees, set back one year. Prior year assumption: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

Prior year assumption (Female): 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale

Prior year assumption (Male): 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2019 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

90% of active deaths are assumed to be service-incurred.

Interest Rate

7.50% (previously 7.55%) per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

<u>Service</u>	<u>Increase Rate</u>
<1	5.5%
1-5	5.0%
6-10	4.5%
11+	4.0%
11+	4.0%

This is based on the results of an actuarial experience study issued January 18, 2017.

Payroll Growth

1.38% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$46,894 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are amortized over 30 Years.

Termination Rates

<u>Service</u>	<u>Termination Rate</u>
<1	15.0%
1-4	9.0%
5-9	4.0%
10-14	3.0%
15+	2.0%
15+	2.0%

This is based on the results of an actuarial experience study issued January 18, 2017.

Disability Rates

<u>Age</u>	<u>Disability Rate</u>
20	0.03%
30	0.04%
40	0.07%
50	0.18%

Taken from 1201. This is based on the results of an actuarial experience study issued January 18, 2017.

Retirement Age

For Members eligible for Normal Retirement on January 1, 2013 or hired before January 1, 2003: Earlier of age 56 or the completion of 26 years of service. Also, any member who has reached Normal Retirement Age is assumed to continue employment for one additional year. This is based on the results of an actuarial experience study issued October 20, 2008.

For all other Members: Earlier of age 60 with 10 years of service or the completion of 30 years of service for Old Benefits column and Earlier of age 52 with 25 years of service or the age 55 with 10 years of service for the New Benefits columns. Also, any member who has reached Normal Retirement Age is assumed to continue employment for one additional year. This is based on the results of an actuarial experience study issued October 20, 2008.

Early Retirement

Commencing at the member's eligibility for Early Retirement, members are assumed to retire with an immediate, subsidized benefit at the rate of 5.00% per year. In the Old Benefits column this was only for Members eligible for Normal Retirement on January 1, 2013. This is based on the results of an actuarial experience study issued October 20, 2008.

Cost-of-Living Adjustment
Funding Method

3.00% per year commencing 7 years after retirement.
Entry Age Normal Actuarial Cost Method.

Actuarial Asset Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric four-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.

SUMMARY OF CURRENT PLAN
(Through Ord. No. 2017-16)

ORIGINAL EFFECTIVE DATE October 1, 1960.

LATEST AMMENDMENT October 10, 2017.

Please note that Members who had attained Age 55 or 25 years of Credited Service on December 31, 2012 continue to make contributions and receive benefits based upon the provisions that were in effect on December 26, 2012.

ELIGIBILITY Full-time employees who are classified as full-time Firefighters shall participate in the System as a condition of employment.

CREDITED SERVICE Total years and fractional parts of years of employment with the City as a Firefighter.

SALARY For Salary earned prior to January 1, 2013: W-2 earnings, including all tax-deferred, tax sheltered and tax exempt income and up to 300 hours of overtime per year, but excluding accrued sick leave and vacation pay.

For Salary earned after January 1, 2013: Base Compensation.

AVERAGE FINAL COMPENSATION (AFC) Average Salary for the best 5 years during the 10 years immediately preceding retirement or termination (Frozen at December 31, 2012 for “frozen benefit”).

MEMBER CONTRIBUTIONS 13.90% (13.50% for fiscal 2021) of Salary. This will be re-determined in conjunction with the annual actuarial valuation report.

CITY AND STATE CONTRIBUTIONS Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII of Florida Statutes, Chapter 112. In no event will the City’s contribution be less than 2.00% of the total Salary of the Members.

NORMAL RETIREMENT
“Frozen” Piece
Date

Earlier of 1) Age 55, or 2) the completion of 25 years of Credited Service, regardless of Age.

Benefit

3.40% of Average Final Compensation times Credited Service.

“Future Service” Piece
Date

At least 10 Years of Credited Service on December 31, 2012: Earlier of 1) Age 55, or 2) the completion of 25 years of Credited Service, regardless of Age.

Less than 10 years of Credited Service on December 31, 2012: Earlier of 1) Age 55 with 10 years of Credited Service, 2) Age 52 with 25 years of Credited Service, or 3) the completion of 30 years of Credited Service, regardless of Age.

Benefit

3.40% of Average Final Compensation times Credited Service.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

Maximum Benefit

The maximum combined benefit is 100% of Average Final Compensation. If a Member’s accrued benefit as of January 1, 2013 is greater than or equal to 75% of Average Final Compensation, the benefit percentage may not be reduced.

EARLY RETIREMENT

“Frozen” Piece
Date

Earlier of age 50 and 10 years of Credited Service or the completion of 20 years of Credited Service, regardless of age.

Benefit Amount

Accrued benefit, reduced 3.00% for each year commencement of benefits precedes Normal Retirement Date.

“Future Service” Piece
Date

Age 50 and 10 years of Credited Service.

Benefit Amount

Accrued benefit, reduced 3.00% for each year commencement of benefits precedes age 55.

COST OF LIVING INCREASES

Retirees receive a 3.00% per year cost-of-living adjustment commencing 7 years after retirement.

VESTING

Schedule

100% after 10 years of Credited Service (“frozen” piece uses old vesting schedule).

Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.
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DISABILITY

Eligibility	Total and permanent after 10 years of Credited Service (non-service incurred) or from date of hire (service incurred).
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Waiting Period	Board approval.
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Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in the military, etc.
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Benefit	Benefit accrued to date of disability but not less than 42% of AFC if service incurred.
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Duration	Payable for life with 10 years certain, or until recovery (as determined by the Board). Optional forms of payment available.
----------	--

DEATH BENEFITS

Pre-Retirement	If vested, the value of the accrued benefit is payable on a monthly basis to the beneficiary for 10 years. If not vested, member contributions are refunded.
----------------	--

Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.
-----------------	---

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Only those Members who were Age 55 or had completed 25 years of Credited Service on December 31, 2012. There is no DROP for other Members.
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Participation	Not to exceed 60 months.
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Rate of Return	At the Member's election: (1) 7.50% annual rate, or (2) actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs), credited each fiscal quarter.
----------------	---

Form of Distribution	Cash lump sum (options available) at termination of employment.
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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2021-11: Conditional Use Permit for Offsite Parking -Tradewinds and Hotel Zamora

Date: May 11, 2021

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: To allow for an off-premise parking lot for the Tradewinds and Hotel Zamora employees in accordance with the City of St. Pete Beach Land Development Code, Division 42- BR- Bayou Residential District, Section 42.4-Allowable Conditional Uses; e. off-premise parking lot. In addition, the following Variances are being requested from the Land Development Code:

1. Division 22 – Landscaping and Tree Protection.
2. Division 23 - Off-Street Parking and Loading, Section 23.7, Pervious and semi-pervious parking, (a) which allows for drought-tolerant sod in off-premise parking lots in the Community Redevelopment District. As the lot currently has partial coverage, it would need to be enhanced.
3. Division 39 - Community Redevelopment District General Standards, Section 39.10 Streetscape design required elements (a), which requires a ten-foot sidewalk, a private landscaping zone along the property frontage, pedestrian-scale lighting fixtures and pedestrian amenities within the landscaping zone.

Funding: N/A

Requested Motion: **Motion to continue Resolution 2021-11 to the May 25, 2021 City Commission meeting.**

Attachments:

1. CUP Application for 38th Ave
2. Site Plan
3. CUP Staff Report
4. Resolution 2019-02 (Approved in 2019)
5. Resolution 2021-11

CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

pe I understand that the City will not accept or process an incomplete application.

pe I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.

pe On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.

pe I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.

pe I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

pe I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages

pe

Signature of Applicant

19 Feb 2021

Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



CONDITIONAL USE APPLICATION

Case Number: _____

PROPERTY OWNER: _____

Name: Beth Morean

Address: 3618 EL Centro St

City: St. Pete Beach State: Florida

Zip: 33706 Telephone: (727) 367-7911

Email: bethdolphin@aol.com

APPLICANT/AGENT (Attach agent authorization form)

Name: RIA – Tradewinds, INC

Address: 5600 Gulf Blvd

City: St. Pete Beach State: Florida

Zip: 33706 Telephone: (727) 363-2318

Email: rculver@twresort.com

SUBJECT PROPERTY:

Address: 3855 Gulf Blvd Current Name of Business: N/A

Parcel ID: 07-32-16-18143-001-0020; Name of Project: Temporary Parking

07-32-16-07398-001-0170;

07-32-16-07398-001-0230

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

Temporary Parking for TradeWinds and Hotel Zamora Employees

Signature of Applicant/Agent

19 Feb 2021

Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. LDC Sec 4.4(a)(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

Parking is for TradeWinds Resort use and to help surrounding hotels (Hotel Zamora) with additional parking for their employees.

2. LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected. consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

Parking lots located on the North and South side of this property serve condos and apartments.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

N/A

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- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

Fencing and landscaping was installed along Gulf Blvd as required.

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

The lot will be supervised at all times when in use. There are garbage cans available and the property will be maintained daily.

3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);

Pedestrians can safely cross Gulf Blvd in either direction using the crosswalk.

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);

N/A

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5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

Yes

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,

Yes

7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

Yes

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.

N/A

2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.

N/A

3. Hydrological features and storm water management infrastructure.

N/A

4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.

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Site plan included

5. Site landscaping, open space provision and impervious surface limitations.

Yes

6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.

N/A

7. Fire suppression and facility security.

N/A

8. Emergency management and hurricane evacuation provisions.

Lot not in use during emergency situations.

9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

- a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and

N/A

- b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

N/A



PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, Rick Culver, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): Rick Culver - For RIA-TradeWinds, INC

Address: 5600 Gulf Blvd, St. Pete Beach, FL 33706

RL 19 Feb 2021
Signature Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 19 day of Feb 2021 by Rick Culver, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission expires: 9/27/2021

NOTARY: Arianna Stump
Print Name: Arianna Stump
Notary Public, State of Florida
(Notarial Seal)

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

DEAR APPLICANT:

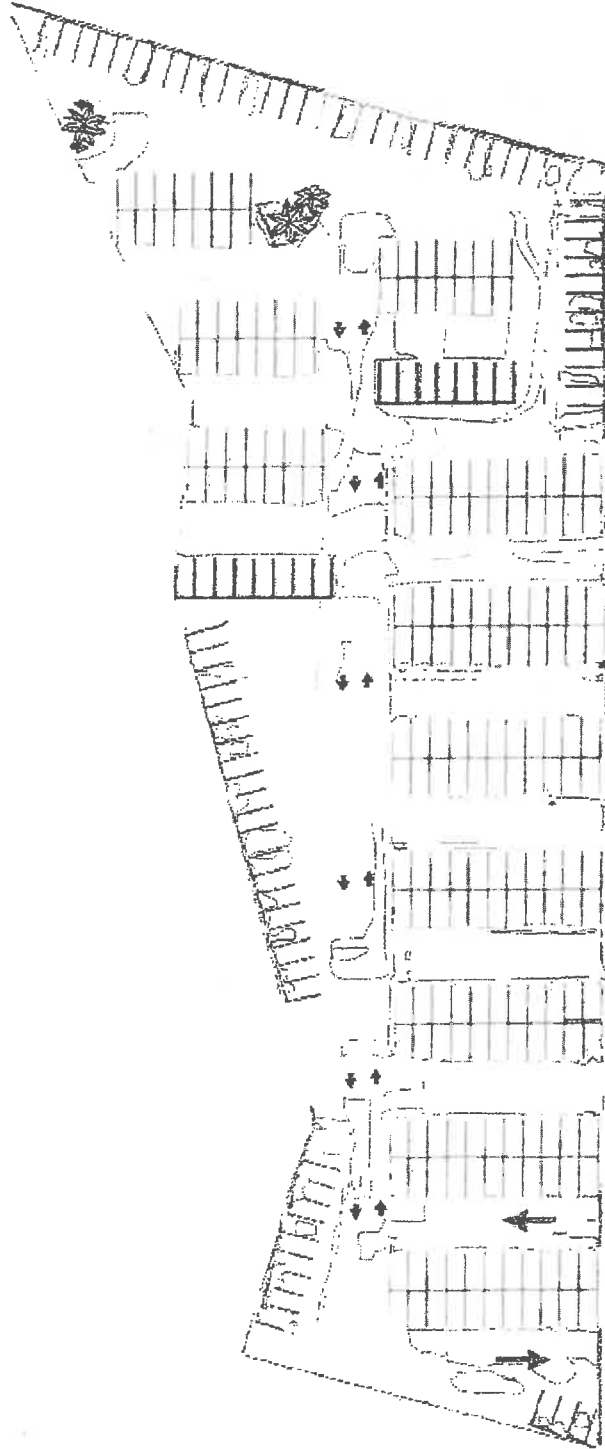
PLEASE COMPLETE THE ATTACHED AFFIDAVIT WHEN PUBLIC HEARING DATES HAVE BEEN DETERMINED FOR YOUR APPLICATION. PRESENT THE COMPLETED NOTARIZED AFFIDAVIT TO COMMUNITY DEVELOPMENT AND YOU WILL BE GIVEN THE SIGN(S) TO POST ON THE SUBJECT PROPERTY.

It is your responsibility to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the public hearing. The sign(s) must remain in place until the requested action has been heard and decided by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board or withdrawn. Multiple sign postings cannot be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

You must maintain the sign(s) in good readable condition. If the said sign is destroyed, lost, or becomes unreadable, you or your representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's representative not later than 24 hours following the final decision by the City Commission, Planning Board, or Board of Adjustment, Historic Preservation Board.

A Notary Public is available in City Hall; 155 Corey Avenue.

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155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org*



CONCRETE DRIVEWAY

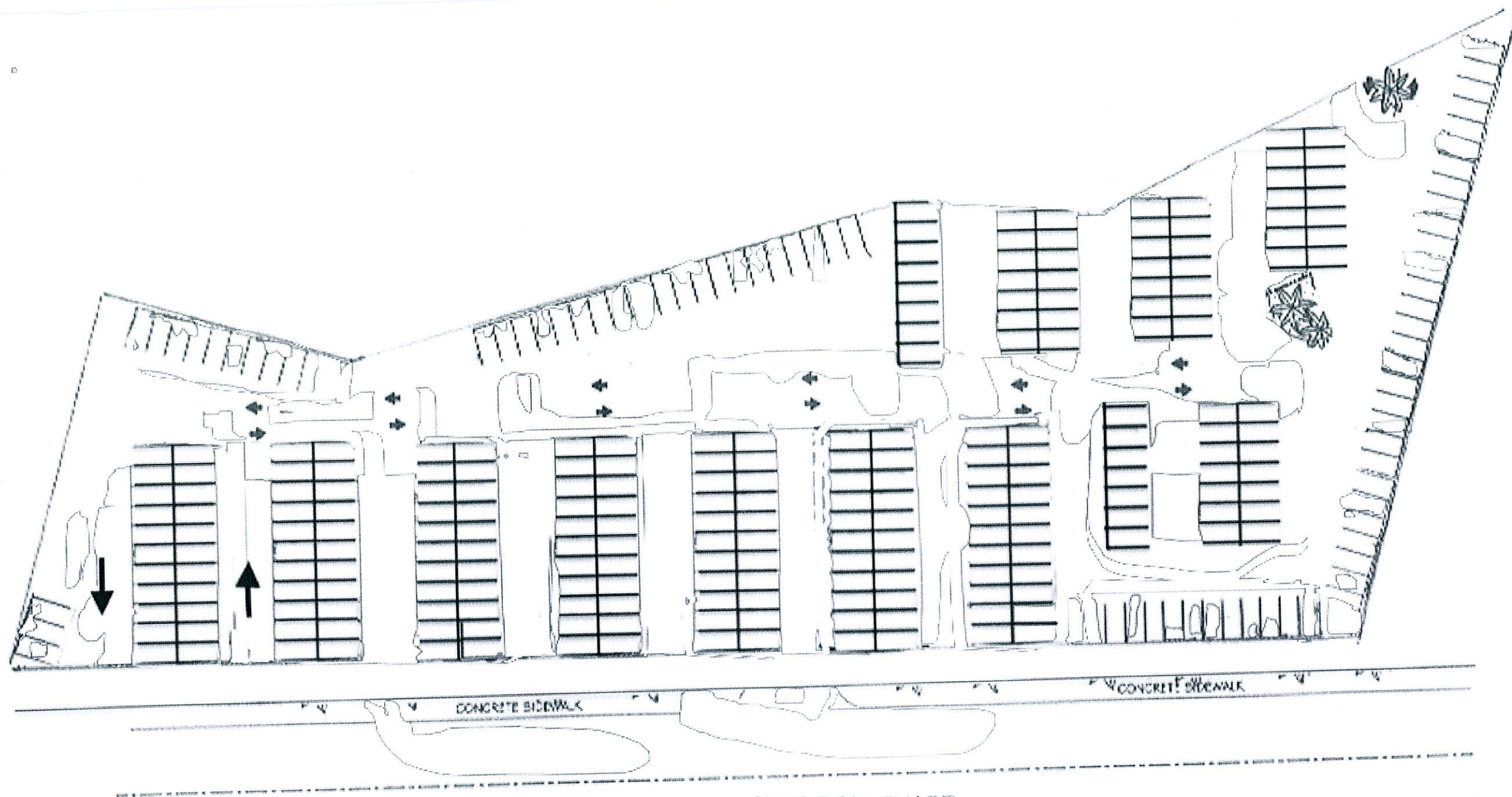
GULF BOULEVARD
3800 BLOCK

03/08/2015

REVISED

Drive Aisles = $1\frac{1}{2}'' = 26 + \text{ft.}$ (reg. 24 ft.)
Parking Spaces = $1\frac{1}{4}'' = 13 + \text{ft.}$ (reg. 12 ft.)

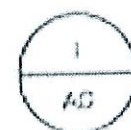




GULF BOULEVARD
3800 BLOCK



REVISED



SITE PLAN

1" = 53.8'



Drive Aisles = $\frac{1}{2}$ " = 26+ ft. (req. 24 ft.)
Parking Spaces = $\frac{1}{4}$ " = 13+ ft. (req. 9 ft.)



**DEPARTMENT OF COMMUNITY DEVELOPMENT
CONDITIONAL USE AND VARIANCE APPLICATION
STAFF REPORT TO THE
CITY OF ST. PETE BEACH CITY COMMISSION**

APPLICATION NUMBER: CU-21020 - RIA-Tradewinds, Inc., for Beth Morean
PREPARED BY: Community Development Staff
MEETING DATE: May 11, 2021

This application is a request for a Conditional Use with Variances:

REQUEST:	To allow for an off-premise parking lot for the Tradewinds and Hotel Zamora employees in accordance with the City of St. Pete Beach Land Development Code, Division 42- <u>BR- Bayou Residential District</u>, Section 42.4–Allowable <u>Conditional Uses</u>; e. off-premise parking lot. In addition, the following Variances are being requested from the Land Development Code: 1. Division 22 – <u>Landscaping and Tree Protection</u>. 2. Division 23 - <u>Off-Street Parking and Loading</u>, Section 23.7, <u>Pervious and semi-pervious parking</u>, (a) which allows for drought-tolerant sod in off-premise parking lots in the Community Redevelopment District. As the lot currently has partial coverage, it would need to be enhanced. 3. Division 39 - Community Redevelopment District General Standards, Section 39.10 <u>Streetscape design required elements</u> (a), which requires a ten-foot sidewalk, a private landscaping zone along the property frontage, pedestrian-scale lighting fixtures and pedestrian amenities within the landscaping zone.
LOCATION:	3815, 3855, 3859, 3861 Gulf Boulevard, Specifically, parcels 07-32-16-07398-001-0230, 07-32-16-07398-001-0170, 07-32-16-18143-001-0020, 07-32-16-18143-001-0010.
ACREAGE:	Approximately 2.56 acres (111,500 square feet)
EXISTING LAND USE	BR- Bayou Residential District on the Zoning Map; BR- Bayou Residential District on the Future Land Use Map
SURROUNDING FUTURE LAND DESIGNATIONS:	North – BR- Bayou Residential District South – BR- Bayou Residential District East – Intracoastal and RU-1 West – BHC – Boutique Hotel/Condo District
SURROUNDING ZONING MAP DESIGNATIONS:	North – BR- Bayou Residential District South – BR- Bayou Residential District East – Intracoastal and RU-1 West – BHC – Boutique Hotel/Condo District
SURROUNDING EXISTING USES:	North – Condominiums South – Apartments East – Intracoastal and single-family residential West – Hotels, condominiums, and a bar

BACKGROUND

According to Pinellas County Property Appraiser records, these lots have been vacant since a structure was demolished in May 2006. The owner received the first of five approvals for a temporary use permit for a commercial parking lot in 2011 (2011-0006) which expired in 2012. The owner applied for and received a second temporary use permit for a commercial parking lot in 2014 (2014-0021) which expired in January 2015. As the City was re-writing its temporary use ordinance at the time, the applicant again received a temporary use permit (2014-0056) after the previous had expired. The applicant received one permitted administrative 30-day extension on May 28, 2015 which expired on June 28, 2015 and was granted an additional 30-day extension by the Board of Adjustment (2015-0043) which expired on July 27, 2015. On January 27, 2016, the applicant received a variance from Section 6.11(d)(1) of the Land Development Code from the Board of Adjustment which allowed a temporary use permit extension of two years.

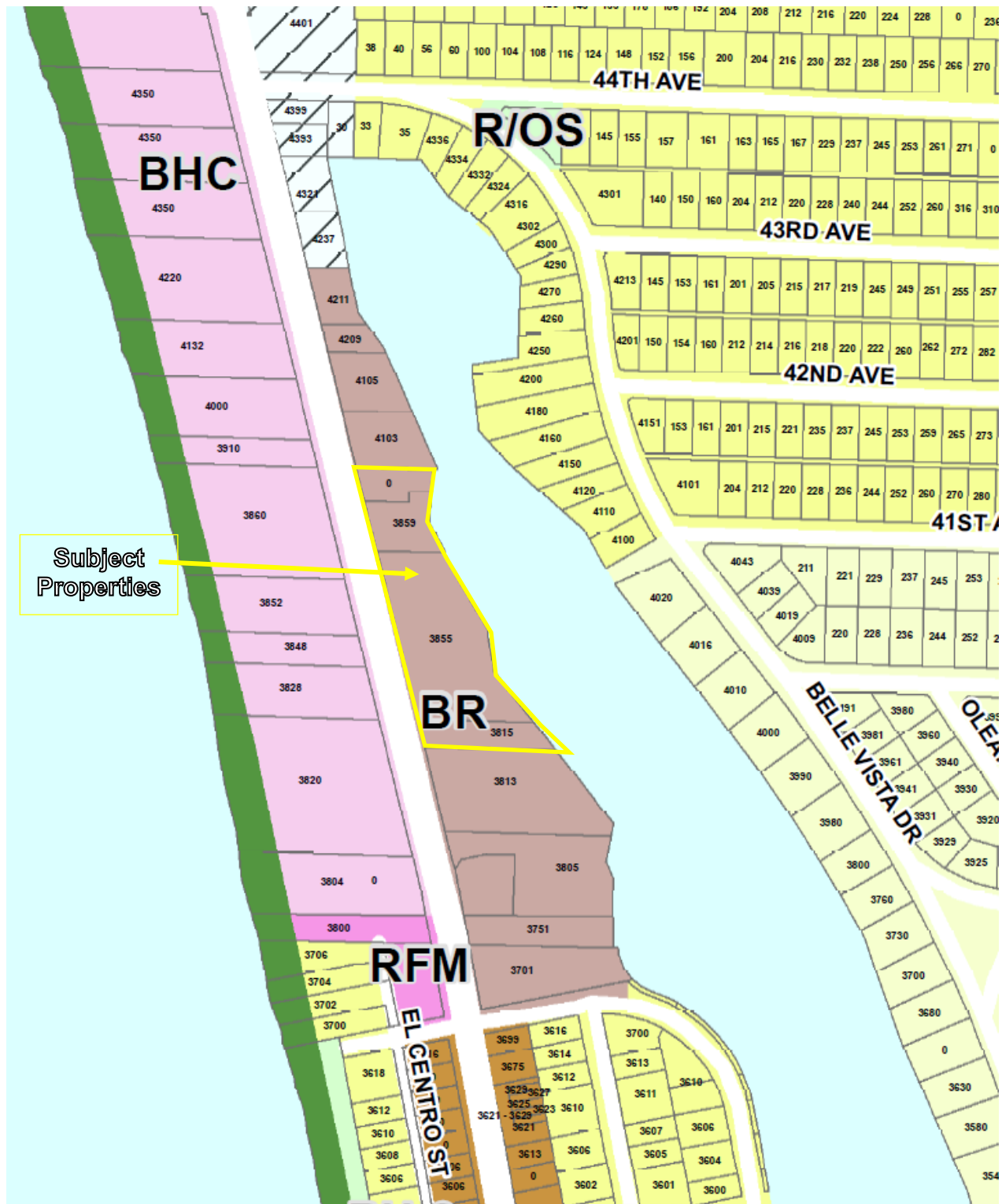
A notice of violation was posted on the site on March 13, 2018 for vehicles parked on the property without a valid development order. A Special Magistrate order issued on April 17th, 2018 ordered that the violation be corrected by June 9, 2018. The applicant applied for a conditional use for temporary off-premise parking on April 18th, 2018 as a means of correcting the violation, and held a community meeting on December 3, 2018, pursuant to Land Development Code Sec. 39.17, to provide the community details about this proposal and solicit conditions for the development. This conditional use permit was granted on January 22, 2019.

As the conditional use permit was limited to a period of two years, application was made on February 19, 2021 to renew the use of the subject property as an off-premise parking lot. The application was reviewed by the Technical Review Committee on March 17, 2021, and conditions identified to mitigate impacts of the development were made conditions of this report.

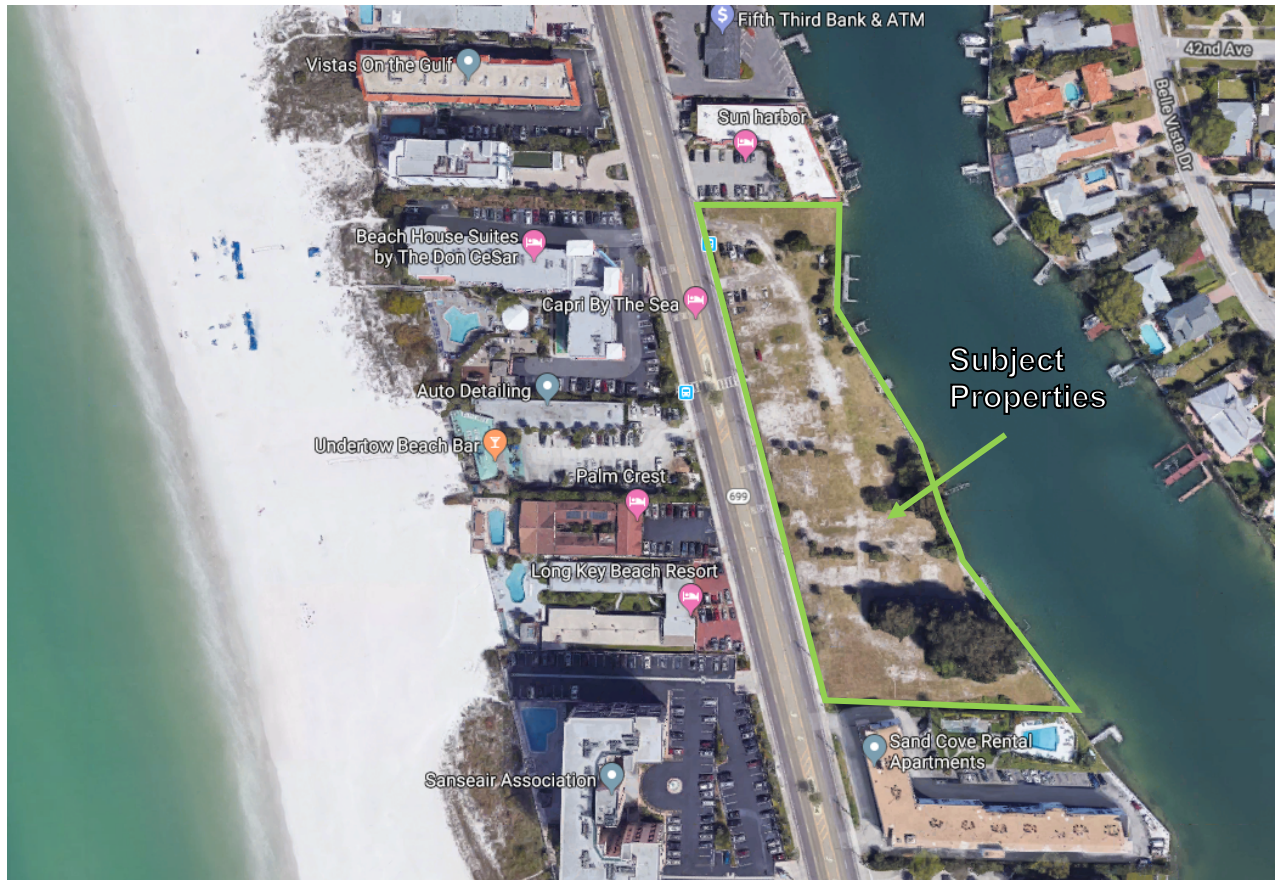
FUTURE LAND USE MAP



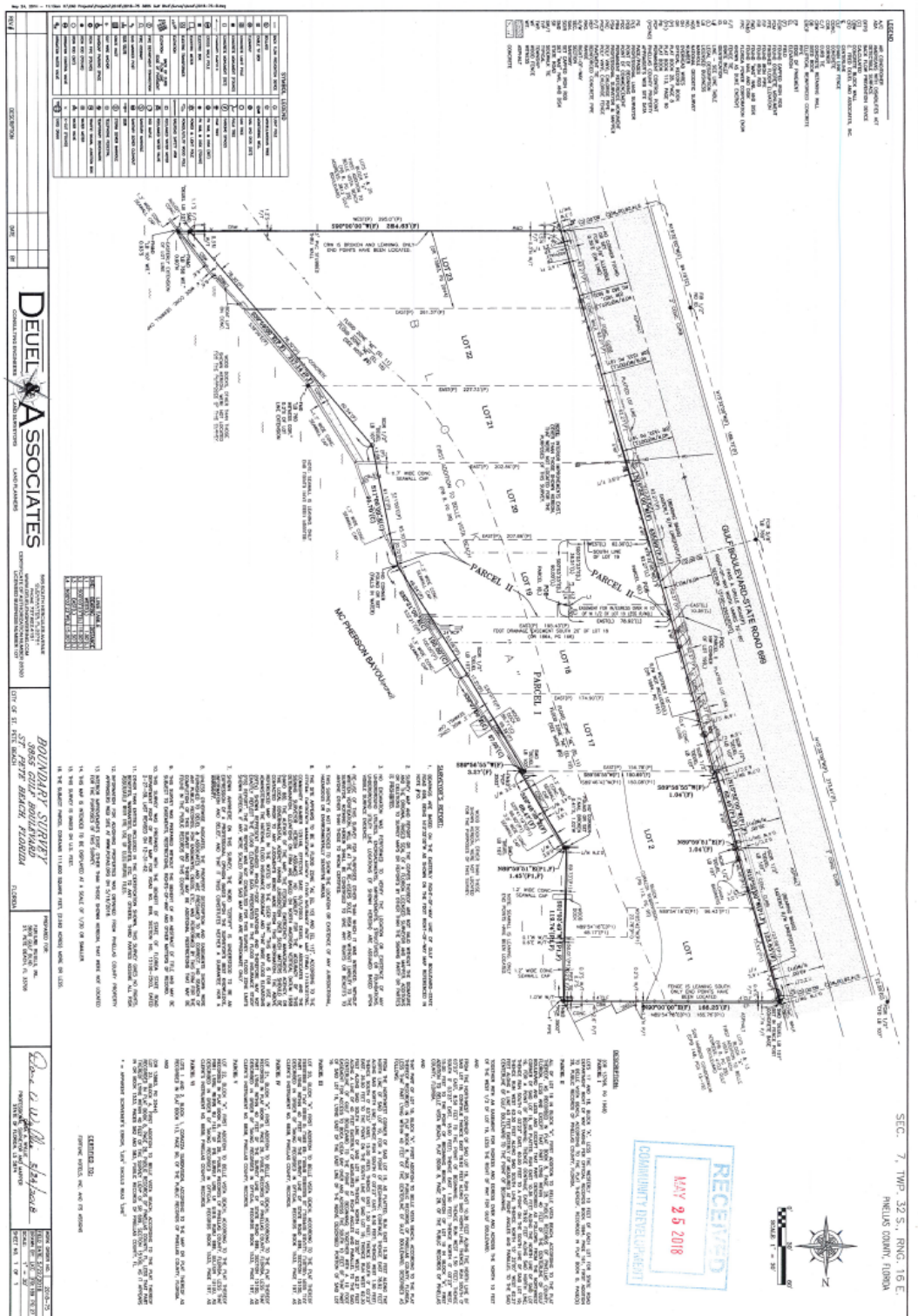
ZONING MAP



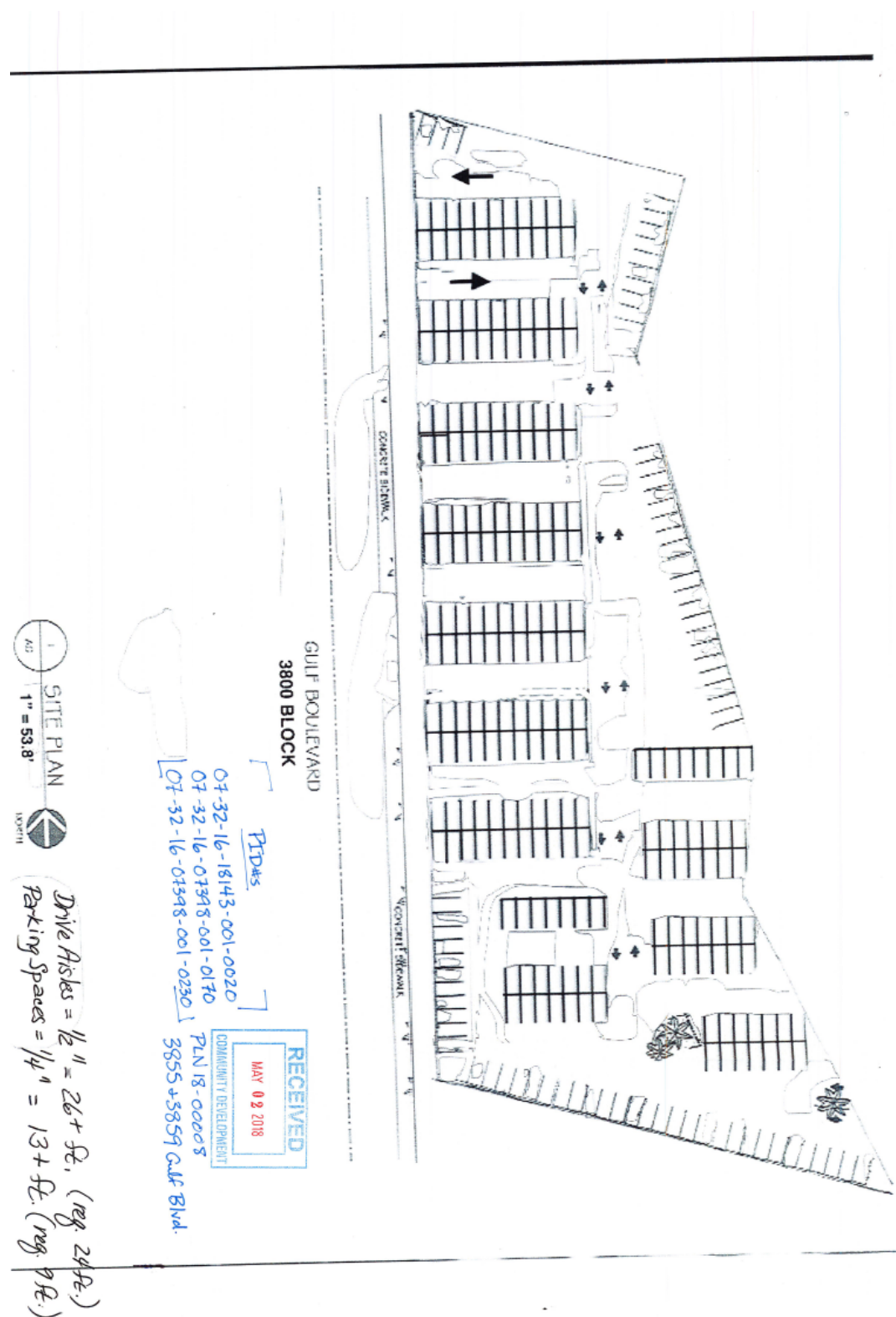
AERIAL MAP



SITE SURVEY

3855
Golf
Blvd..

SITE PLAN



ANALYSIS

The applicant proposes to utilize the site as an off-premise parking lot pursuant to Land Development Code Sec. 42.4. According to Land Development Code Division 2 – Definitions:

Parking area mean any public or private land area designed and used for parking motor vehicles, including parking lots, garages, private driveways and allowed or legally designated areas of public streets.

Parking lot (off-premise) an off-street parking lot that is not on the same property as the principal use it is designed and intended to serve.

Land Development Code, Division 23, OFF-STREET PARKING AND LOADING, Section 23.7, Pervious and semi-pervious parking permits the utilization of drought-tolerant sod, shell, gravel, or other similar surfaces on off-premise parking lots only after a conditional use permit has been issued. While the subject property is currently partially covered in sod, the groundcover would need to be enhanced to prevent potential erosion. A variance from this section is one of the six requested in this conditional use application.

The applicant requests the following six variances from the Land Development Code (as later on discussed in the Variances Requested section):

1. Division 22 – Landscaping and Tree Protection.
2. Division 23 - Off-Street Parking and Loading, Section 23.7, Pervious and semi-pervious parking, (a) which allows for drought-tolerant sod in off-premise parking lots in the Community Redevelopment District. As the lot currently has partial coverage, it would need to be enhanced.
3. Division 39 - Community Redevelopment District General Standards, Section 39.10 Streetscape design required elements (a), which requires a ten-foot sidewalk.
4. Division 39 - Community Redevelopment District General Standards, Section 39.10(b)(5), Streetscape design required elements, which requires pedestrian amenities within the private landscape zone along Gulf Blvd.
5. Division 39 - Community Redevelopment District General Standards, Section 39.10(b)(6), Streetscape design required elements, which require decorative lighting fixtures within the private landscape zone along Gulf Blvd.
6. Division 39 - Community Redevelopment District General Standards, Section 39.10(b), a minimum eight-foot wide private landscape zone shall be installed along the property line.

The Land Development Code limits the operation of off-premise parking lots in the Gulf Boulevard Redevelopment District to a period not to exceed five years.

Land Development Code Sec. 4.4 – Standards for review.

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) **Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;**

The conditional use request is consistent with the Comprehensive Plan in the following ways:

FUTURE LAND USE ELEMENT:

B. Community Redevelopment District

Objective 1.1 - *Promote a sustainable community by requiring the use of Green standards and practices for all development and redevelopment within the Community Redevelopment District by establishing minimum Green building and site design standards that benefit the quality and sustainability of the environment and: [...] reduce urban heat by reducing paved surfaces, reduce the need for parking by participating in shared parking plans, employer ride-share and shuttle service programs.*

C. Gulf Boulevard Redevelopment District

Objective 2.4 - *A variety of parking solutions for motorized and non-motorized vehicles shall be pursued to support redevelopment, while maintaining ease of access and adequate parking throughout the Gulf Boulevard Redevelopment District.*

Policy 8 - *Shared parking for commercial, office and mixed-use developments should be accomplished wherever possible.*

(2) **Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:**

- a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area; The overall appearance will not be significantly affected as no construction is proposed to take place. The lots will remain essentially in their current appearance, with staff recommending maintenance of existing lot conditions. The temporary authorization of this site as an off-premises parking lot for employees of Tradewinds and Hotel Zamora supports existing uses in the area and may reduce the likelihood of employee parking along residential streets.**
- b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources; This application does not impact any known city, state or federally designated historic, scenic, archaeological, or cultural resources.**
- c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features. No construction is proposed. A landscaped buffer was installed by the applicant**

during a previous application and provides screening of the lot from Gulf Boulevard. It is unclear whether this buffer meets the standards of Land Development Code Sec. 39.10(b), which requires a minimum eight-foot wide landscape zone along the property between the sidewalk and building face. As this buffer is not reflected on the site plan, it is also unclear whether the landscape plantings are sufficient to provide screening pursuant to the aforementioned subsection.

- d. **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.**
- (3) **Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; The need for a Traffic Impact Fee will be determined based on the number of parking spaces on the approved site plan.**
 - (4) **Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; The final site plan will be required to show compliance with minimum driving aisle and parking stall width as provided in Land Development Code Sec. 23.11. No space for the loading and unloading of trucks is expected to be needed.**
 - (5) **Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made; Conditions recommended in this report are intended to mitigate any impacts on public health, safety and welfare. As this lot is intended to be utilized only as employee parking, the impact on the transportation system should be lower than when the lot was approved for use as a commercial parking lot. Some impact on the transportation system during peak hours is expected.**
 - (6) **Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; The applicant will be required to implement conditions approved by the City Commission before the site can be utilized for off-premises parking.**
 - (7) **Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.**

The proposed use will require variances from requirements for landscaping, complete lot coverage of drought-tolerant sod, a ten-foot wide sidewalk along Gulf Boulevard, an eight-foot wide landscape zone along Gulf Boulevard, and pedestrian amenities and lighting within the front landscape zone.

Land Development Code Sec. 4.12 – Criteria for review of conditional use applications.

- (a) Conditional use applications within the community redevelopment district shall be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:
- (1) **Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services;** *No utility infrastructure is anticipated to be required to renew this off-premise use.*
 - (2) **Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways;** *The applicant is proposing to maintain the previous traffic circulation and ingress and egress points approved in 2019. No loading or unloading areas are proposed or expected, and the applicant is not proposing any additional pedestrian transit infrastructure or amenities.*
 - (3) **Hydrological features and storm water management infrastructure;** *No new infrastructure or hydrological features are being proposed with this application.*
 - (4) **Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas;** *No site development is anticipated with this application. The lot is proposed to remain an unimproved parking lot. Staff are recommending the surface be improved with drought-tolerant sod or other hardy landscaping surface material.*
 - (5) **Site landscaping, open space provision and impervious surface limitations;** *The applicant is requesting a variance to standards requiring additional landscaping on the site. The lot will remain unimproved and comply with the City's impervious surface standards.*
 - (6) **Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance;** *This application is for an overflow, employee-only lot. No lighting is proposed, and hours of operation will align with days in which the corresponding tenants have significant visitors. The City did not receive any complaints about noise*

from the use during the two active years of its Conditional Use Permit.

- (7) **Fire suppression and facility security;** *No fire suppression is expected to be required. The Fire Marshal has specified that the access road into the lot must meet certain surface requirements, which are incorporated in recommended conditions.*
- (8) **Emergency management and hurricane evacuation provisions;** *Both temporary lodging tenants of this lot are required to comply with City and County hurricane evacuation and emergency management provisions.*

In addition per LDC Division 4, Conditional Use Permits, Section 4.11, Conditional uses in designated community redevelopment district: It is the intent of the city that the aesthetic and functional characteristics of new development shall be regulated to insure consistency with the stated objectives of city redevelopment policy and that all new development is undertaken in a manner consistent with the best interests of the community. In instances of development projects which are of significant density or intensity, the complexity of the construction and operation of such projects require a higher than usual level of public security and technical review prior to permitting, and necessitate the articulation of specific requirements on the part of both the developer and the city to ensure that such developments are in harmony with community character and consistent with the policies of the community redevelopment plan. The provisions are intended to supplement the stated requirements and other divisions of the Land Development Code and provide for the incorporation of provisions into conditional use approvals which address issues of public concern.

Variances Requested

The following variances are being requested as a part of this Conditional Use application:

1. Division 22 – Landscaping and Tree Protection.
2. Division 23 - Off-Street Parking and Loading, Section 23.7, Pervious and semi-pervious parking, (a) which allows for drought-tolerant sod in off-premise parking lots in the Community Redevelopment District. As the lot currently has partial coverage, it would need to be enhanced.
3. Division 39 - Community Redevelopment District General Standards, Section 39.10 Streetscape design required elements (a), which requires a ten-foot sidewalk.
4. Division 39 - Community Redevelopment District General Standards, Section 39.10(b)(5), Streetscape design required elements, which requires pedestrian amenities within the private landscape zone along Gulf Blvd.
5. Division 39 - Community Redevelopment District General Standards, Section 39.10(b)(6), Streetscape design required elements, which require decorative lighting fixtures within the private landscape zone along Gulf Blvd.
6. Division 39 - Community Redevelopment District General Standards, Section 39.10(b), a minimum eight-foot wide private landscape zone shall be installed along the property line.

Division 3 - Administration of The Land Development Code, Section 3.12, General variances.

(b) *Authority and approval criteria.*

- (1) The appropriate board of authority shall approve an unnecessary and undue hardship variance only if the variance applicant demonstrates by substantial competent evidence that all of the following are met and satisfied:
 - (1) **Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;** *With respect to variance #1, regulating landscaping on the site, and variance #3, regulating requirements of new development in the Gulf Boulevard Redevelopment District, Staff find the use being temporary is a peculiar case which does not apply to neighboring lands in this District. Staff find that limiting the grant period of the variances to the issuance period of the conditional use permit would provide the applicant reasonable short-term use of the land, mitigate potential parking issues in the area, while ensuring that the site is still subject to providing a high-quality development in the future.*
Regarding variance #2, addressing the lot's coverage, Staff find that the requirement to bring the lot up to full coverage of drought-tolerant sod is reasonable and will help to prevent runoff into the street or onto adjacent properties.
 - (2) **The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;** *It is unclear if the partial greenscape coverage of the lot is the result from a current or prior owner. However, the other circumstances do not result from a current or prior owner of the property.*
 - (3) **Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;** *No other property within the same zoning district features a similar temporary or parking use as the one proposed for this lot. The lot is proposed for occasional employee use only and is not anticipated to generate noise, litter and other potential issues occasionally associated with commercial lots. No complaints regarding trash, noise, or any other complaint have been received during the two prior years of lot operation. While Staff do not find that the conditions create an undue and unnecessary hardship on the applicant as it relates to site redevelopment, Staff recognize that the landscaping, pedestrian amenities, and other required features should be context tailored to the eventual permanent use of the site. Installation at this time, with near-term eventual replacement, could create a hardship on the applicant.*
Regarding variance #2, for enhanced lot coverage, staff do not find that bringing the lot into reasonable greenspace coverage will create a hardship on the applicant. The requirement is intended to prevent runoff and erosion.
 - (4) **The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the comprehensive plan or the Land Development Code, nor will it permit an increase in development density;** *None of the variance requested would impact development density or create a use or structure inconsistent with the Comprehensive Plan or Land Development Code.*
 - (5) **An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;** *Financial return*

does not form the basis of these variance requests. The lot is not proposed to operate in a commercial manner.

- (6) **Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;** *Staff are proposing that variances #1 and #3 are made temporary and expire upon expiration of the Conditional Use Permit, or when the site is proposed for redevelopment. This will permit short-term operation of the lot while guaranteeing context-sensitive improvements at the time of permanent site redevelopment as expected of other developments within the zoning district. Staff are not recommending approval of variance #2, for enhanced lot coverage.*
- (7) **The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure;** *The land could still be utilized for off-premise unimproved parking if all conditions to which variances are requested are denied. However, Staff find that the temporary waiver of variances #1 and #3 for a period not to exceed the length of the Conditional Use Permit is reasonable and will allow for these features to better reflect the eventual City vision for the site within the greater district redevelopment when permanent development is undertaken. Staff do not find that enhancing lot coverage with drought-tolerant sod would prohibit the reasonable use of the land for off-premise parking.*
- (8) **The requested variance is in harmony with the general intent and purpose of the comprehensive plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.** *Staff do not find that the temporary issuance of variances #1 or #3 are out of harmony with the Land Development Code or will be injurious to the neighborhood. The lot has been operated as off-premise parking relatively continuously for the previous decade, and no significant changes are proposed in this application.*

Requested variance #2 has the potential to create adverse effects due to runoff and erosion. Staff are recommending that the applicant install drought-tolerant sod in the lot to provide reasonably-complete coverage.

(2) When application is made to the city commission for approval of a conditional use permit, any necessary variances shall be considered by the commission at the same time as the conditional use permit request. Such variances may be approved or denied by the city commission without regard to the disposition of the conditional use permit request.

(3) Any variance granted hereunder shall expire one (1) year from the date of the development order providing for such variance, unless a building permit for the construction authorized by such variance is obtained within such time and said building permit has not expired prior to the completion of construction in accordance therewith.

STAFF RECOMMENDATION

It has been determined that the reviewing body (City of St. Pete Beach City Commission) is empowered under the LDC to grant a Conditional Use for application 21020. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent

properties and other properties in the district provided the conditions as proposed by staff are adhered to. Per LDC Division 4, Conditional Use Permits, Section 4.11, Conditional uses in designated community redevelopment district: It is the intent of the city that the aesthetic and functional characteristics of new development shall be regulated to insure consistency with the stated objectives of city redevelopment policy and that all new development is undertaken in a manner consistent with the best interests of the community. In instances of development projects which are of significant density or intensity, the complexity of the construction and operation of such projects require a higher than usual level of public security and technical review prior to permitting, and necessitate the articulation of specific requirements on the part of both the developer and the city to ensure that such developments are in harmony with community character and consistent with the policies of the community redevelopment plan. The provisions are intended to supplement the stated requirements and other divisions of the Land Development Code and provide for the incorporation of provisions into conditional use approvals which address issues of public concern. As such, staff recommends approval of the Conditional Use for the off-premise parking lot, temporary approval of Variance #1 for landscaping requirements, temporary approval of Variance #3 for streetscape design required elements, and denial of Variances #2 for improving the parking lot surface. Should the City Commission grant the Conditional Use, the application should be subject to the following conditions:

1. A site plan shall be submitted to and approved by the Community Development Department before the operation of the off-premise parking lot.
2. This Conditional Use Permit and the operation of the off-premise parking lot at the subject property shall be limited to a period not to exceed three (3) years. The applicant may apply to renew the use at the end of this period, but the application shall be in the form of a new Conditional Use Permit request and shall be subject to Land Development Code requirements in place at time of application.
3. Any variance granted under this request shall expire on the same date as CUP # 21020, or when site plan or Conditional Use Permit application is made to develop the subject property, whichever occurs sooner.
4. Parking spaces shown on the final site plan shall be a minimum of 9 feet wide and 20 feet long pursuant to Land Development Code Sec. 23.11(c). Driving aisle width shall meet the minimum dimensions found in the aforementioned section, which will be determined by final parking aisle configuration and parking spot angle.
5. Handicap parking spaces shall be provided in accordance with ADA standards.
6. The surface of the parking lot shall be well maintained. No sand, gravel or other debris may run off into the street. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.
7. Wheel stops shall be installed and/or maintained between any parking spaces facing toward and adjacent to landscape buffers, as well as surrounding any internal landscaping on the site.
8. Any existing vegetation needs to be retained on the property.

9. A pedestrian easement adequate to expand the sidewalk west of the site to ten feet in width shall be dedicated to the city and recorded in the public records of Pinellas County.
10. The applicant shall be responsible for the retention and daily emptying of existing trash cans on the site.
11. No storm water discharge may leave the site. All storm water must be directed away from the property boundary and infiltrate through the proposed gravel and grass surface.
12. Any lighting utilized for the parking lot shall be directed away from residential properties, and shielded to prevent direct glare or hazardous interference on public roadways and all adjacent properties.
13. Portable toilets shall be made available to users of the lot and shall be maintained and cleaned at least once per week.
14. Any signage on the property shall require a sign permit in conformance with Division 26 of the LDC. No signage may imply the availability of commercial parking at the site.
15. Signs that state "NO MOORING" shall be maintained on the property.
16. The access road identified on the site plan in and out of the parking lot must be an engineered, hard pan surface of some type to support 50,000 lbs. This access road is to include the entry way and the two-way area in the rear, running the entire length of the parking lot.
17. A Traffic Impact Fee may be required.
18. A Business Tax Receipt pursuant to Article IV of the City Code of Ordinances shall be required.
19. Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.

RESOLUTION 2019-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A MODIFICATION TO THE CONDITIONAL USE RESOLUTION 2019-01 FOR AN OFF-PREMISE PARKING LOT FOR THE PROPERTY LOCATED AT 3815, 3855, 3859 AND 3861 GULF BOULEVARD; INCORPORATING THE CONDITIONS OUTLINED HEREIN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission supports independently owned businesses within the City; and

WHEREAS, the TradeWinds and The Hotel Zamora desires to utilize the property for off-premise parking for employees; and

WHEREAS, RIA – TradeWinds has filed with the City an application for a Conditional Use and Variance for the property located at 3815, 3855, 3859, 3861 Gulf Boulevard, St. Pete Beach, Florida; and

WHEREAS, RIA – TradeWinds held a community meeting on December 3, 2018, pursuant to Land Development Code Sec. 39.17, to provide the community details about this proposal and solicit conditions for the development which have been included in staff's recommendations; and

WHEREAS, the application was reviewed by the Technical Review Committee and the recommended conditions appropriate to mitigate potential impacts imposed by the use were determined and are outlined in the associated staff report submitted to the City Commission for consideration; and

WHEREAS, the City Commission held a quasi-judicial public hearing on January 22, 2019, and adopted Resolution 2019-01 in accordance with the criteria listed in the City of St. Pete Beach Land Development Code.

WHEREAS, the City Commission held a public meeting on May 14, 2019, to consider the modification of Resolution 2019-01 in accordance with the criteria listed in the City of St. Pete Beach Land Development Code.

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

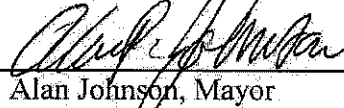
SECTION 1. Recitals. The above recitals ("Whereas" clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. The City Commission hereby incorporates the following conditions into the Conditional Use permit:

The Conditional Use Resolution is hereby approved, subject to the nine (9) conditions contained herein, this 14th day of May 2019, by the City Commission of the City of St. Pete Beach, Florida.

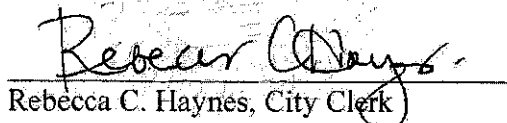
Passed this 14th day of May 2019, by the City Commission of the City of St. Pete Beach, Florida.

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

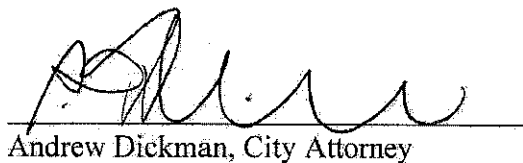

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Resolution was duly adopted in accordance with the provisions of applicable law this 14th day of May 2019.

ATTEST:


Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:


Andrew Dickman, City Attorney

RESOLUTION 2021-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A RENEWAL OF THE CONDITIONAL USE RESOLUTION 2019-02 FOR AN OFF-PREMISE PARKING LOT FOR THE PROPERTY LOCATED AT 3815, 3855, 3859 AND 3861 GULF BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission supports independently owned businesses within the City; and

WHEREAS, the TradeWinds and The Hotel Zamora desire to continue utilizing the property for off-premise parking for employees; and

WHEREAS, RIA – TradeWinds has filed with the City an application for the renewal of a Conditional Use and Variance for the property located at 3815, 3855, 3859, 3861 Gulf Boulevard, St. Pete Beach, Florida; and

WHEREAS, the application for renewal was reviewed by the Technical Review Committee and comments received are outlined in the associated staff report submitted to the City Commission for consideration; and

WHEREAS, the City Commission held a quasi-judicial public hearing on May 11, 2021 and adopted Resolution 2021-11 in accordance with the criteria listed in the City of St. Pete Beach Land Development Code.

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 incorporates the following conditions that were included in the original Conditional Use permit and included in Resolution 2019-01 and carries those conditions forward in Resolution 2021-11 those following conditions into the Conditional Use permit:

1. A site plan shall be submitted to and approved by the Community Development Department before the operation of the off-premise parking lot.
2. This Conditional Use Permit and the operation of the off-premise parking lot at the subject property shall be limited to a period not to exceed three (3) years. The applicant may apply to renew the use at the end of this period, but the application shall be in the form of a new Conditional Use Permit request and shall be subject to Land Development Code requirements in place at time of application.

3. Any variance granted under this request shall expire on the same date as CUP # 21020, or when site plan or Conditional Use Permit application is made to develop the subject property, whichever occurs sooner.
4. Parking spaces shown on the final site plan shall be a minimum of 9 feet wide and 20 feet long pursuant to Land Development Code Sec. 23.11(c). Driving aisle width shall meet the minimum dimensions found in the aforementioned section, which will be determined by final parking aisle configuration and parking spot angle.
5. Handicap parking spaces shall be provided in accordance with ADA standards.
6. The surface of the parking lot shall be well maintained. No sand, gravel or other debris may run off into the street. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.
7. Wheel stops shall be installed and/or maintained between any parking spaces facing toward and adjacent to landscape buffers, as well as surrounding any internal landscaping on the site.
8. Any existing vegetation needs to be retained on the property.
9. A pedestrian easement adequate to expand the sidewalk west of the site to ten feet in width shall be dedicated to the city and recorded in the public records of Pinellas County.
10. The applicant shall be responsible for the retention and daily emptying of existing trash cans on the site.
11. No storm water discharge may leave the site. All storm water must be directed away from the property boundary and infiltrate through the proposed gravel and grass surface.
12. Any lighting utilized for the parking lot shall be directed away from residential properties and shielded to prevent direct glare or hazardous interference on public roadways and all adjacent properties.
13. Portable toilets shall be made available to users of the lot and shall be maintained and cleaned at least once per week.
14. Any signage on the property shall require a sign permit in conformance with Division 26 of the LDC. No signage may imply the availability of commercial parking at the site.
15. Signs that state "NO MOORING" shall be maintained on the property.
16. The access road identified on the site plan in and out of the parking lot must be an engineered, hard pan surface of some type to support 50,000 lbs. This access road is to include the entry way and the two-way area in the rear, running the entire length of the parking lot.

17. A Traffic Impact Fee may be required.
18. A Business Tax Receipt pursuant to Article IV of the City Code of Ordinances shall be required.
19. Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.

SECTION 3. Effective Date. This Conditional Use Resolution shall take effect upon rendition of this Resolution by the City Clerk and containing all signatures required below.

The Conditional Use Resolution is hereby approved, subject to the nineteen (19) conditions contained herein, this 11th day of May 2021, by the City Commission of the City of St. Pete Beach, Florida.

Passed this 11th day of May 2021, by the City Commission of the City of St. Pete Beach, Florida.

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 Resolution was duly adopted in accordance with the provisions of applicable law this 11th day of May 2021.

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney