



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, March 22, 2022
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations -**

a. Oath of Office:

- **Chris Graus/District 1**
- **Ward Friszolowski/District 3**

b. Frontier Presentation

2. **Changes to the Agenda -**

3. **Audience Comments -**

Public participation is encouraged. If you wish to address the City Commission, please fill out a speakers card and provide it to the City Clerk. Once you are called, please come to the podium and state your name and address for the record. Comments shall be limited to 3 minutes and shall be limited to non-public hearing items on the current agenda. Public comment on agenda items will be allowed when that item is called. If you plan to make a presentation as part of your public comment, the presentation must be provided to the City Clerk 24-hours in advance of the meeting.

4. **Consent -**

- a. March 8, 2022 Commission Minutes**
- b. Total Pressure Cleaning Services Inc., Bid Proposal**
- c. Reclaimed Water Lateral Line Repairs**
- d. Street Closures for Sunrise Service**

5. Action Items

a. Appointments to Outside Agencies

Appointments to outside agencies and organizations include: Barrier Islands Government Council (BIG-C), Florida League of Cities (FLC), Mayors Council of Pinellas County (MCPC), Pinellas County Flood Insurance Committee (PCFIC), Suncoast League of Cities (SLC), and the Tampa Bay Regional Planning Council (TBRPC).

Action Request: Motion to approve the board appointment(s) as discussed.

b. Appointments/Re-Appointments to the City of St. Pete Beach Advisory Boards and Committees

Appointments to the Advisory Boards and Committees

No action required.

c. Election of Vice Mayor

Action Request: Motion to elect _____ as Vice Mayor.

6. Ordinances -

a. First Reading - Ordinance 2022-06: Off-Street Parking (Updates to LDC Division 23)

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR UPDATES TO DIVISION 23 OFF-STREET PARKING AND LOADING REQUIREMENTS IN THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve first reading of Ordinance 2022-06.

7. Resolutions -

a. Resolution 2022-07: Election Results

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR THE ACCEPTANCE OF THE VOTES CAST IN THE MUNICIPAL ELECTION HELD MARCH 15, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2022-07.

b. Resolution 2022-08: Florida Fish and Wildlife Grant

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A GRANT APPLICATION FOR THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (BIGP); AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2022-08.

8. Items for Discussion -

9. City Clerk, City Manager, City Attorney and City Commission Reports -
10. Adjournment

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

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

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.

Frontier™

Frontier® FiberOptic Bringing Fiber to More Homes

St Pete Beach
March 4th, 2022

Haven't you heard?

Frontier[®] FiberOptic
is here!

Frontier[®] FiberOptic Project



Upgrades through Fiber-To-The-Home expansion



Frontier[®] FiberOptic / 500 Mbps up to 2 Gigabit service



Fiber can provide additional future services



Frontier will attempt to use existing overhead lines and underground structures

How Does Fiber Broadband Impact Communities?

The Fiber network is 100% fiber from our central office to a customer's home

Households can easily connect to multiple devices at one time

Fiber broadband increases rental & property value

High-speed internet: Frontier[®] FiberOptic offers speeds up to 2 Gig

Revitalizing rural and urban communities

Entrepreneurs have the speed they need for business development

Students can learn anywhere & compete on a level playing field

New markets for operators: enable them to offer new services

**A Fiber Broadband Association study shows home values increase with access to fiber*

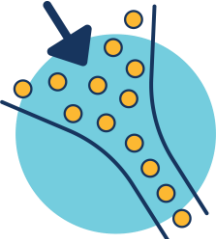
Why Frontier[®] FiberOptic Expansion Makes Sense?



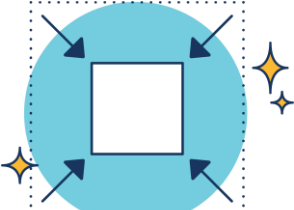
Super Fast Speeds



Better Reliability
(Voice, Data, IPTV)



No Bottle-Necking



Smaller & Discreet Equipment



Better Network Elements to Support Future Growth



Less Chance for Degradation



Less Expensive & More Cost-Effective to Deploy



Doesn't Experience Interference

What Frontier Will Ask of Our Partner Communities

**Please Help Us
Expedite Permitting**
Electronic if possible

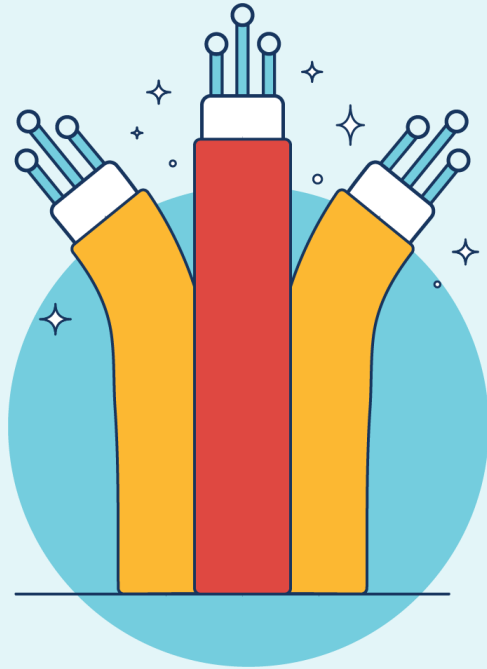


**Please Work With Us
on Municipal Projects**
Minimizing Costs/Conflicts



**Please Help Inform
Residents About
Our Products**
Residential & Business

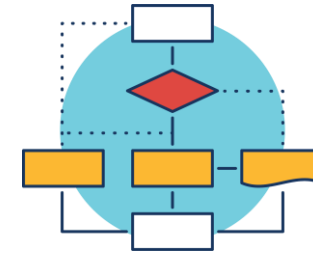




Partnering with Our Communities



Frontier employees live in your community too!



We have processes in place for your questions, concerns, and escalations

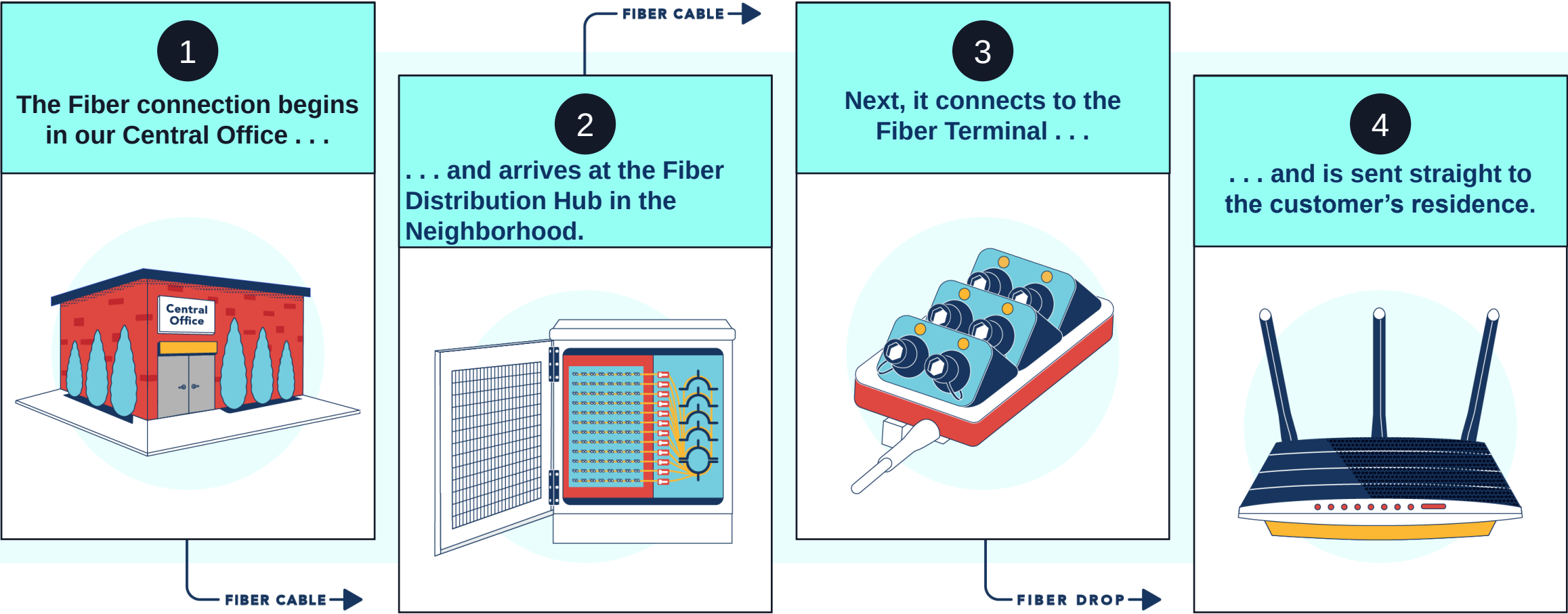


**Your Long-Term Success
=
Our Long-Term Success**



We want to see you grow & succeed!

How Frontier's 100% FiberOptic Network Reaches You



Legend

Frontier Fiber Existing

Frontier Fiber Proposed



Fiber Distribution Hub



Fiber Vault



Bore Pits



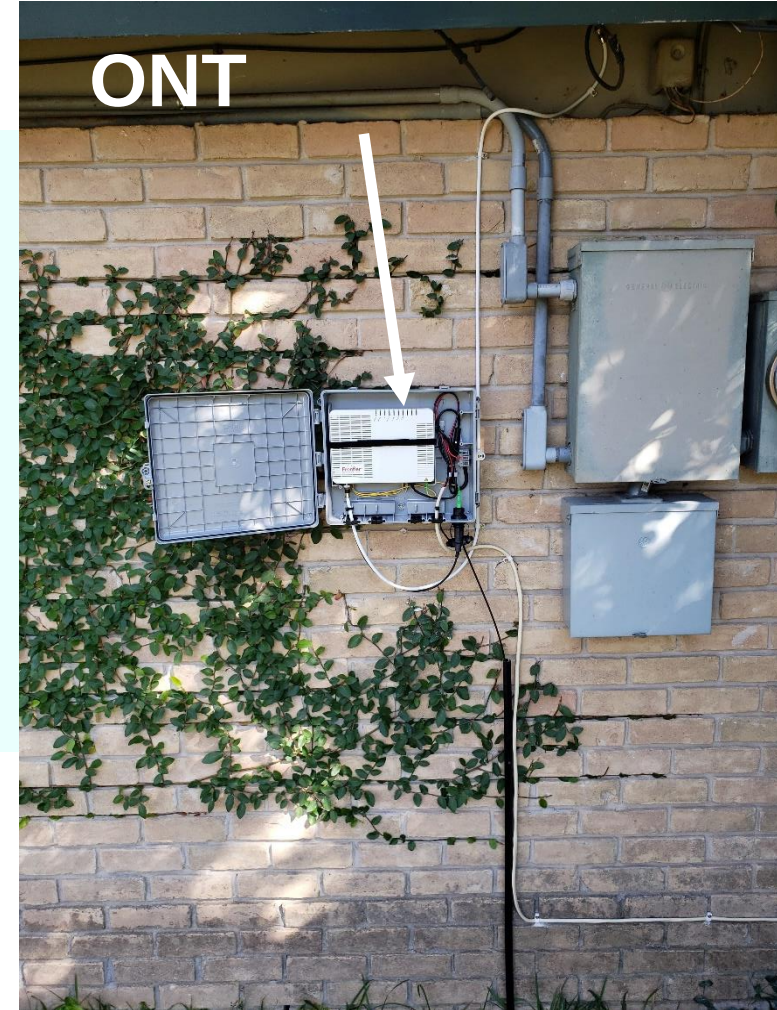
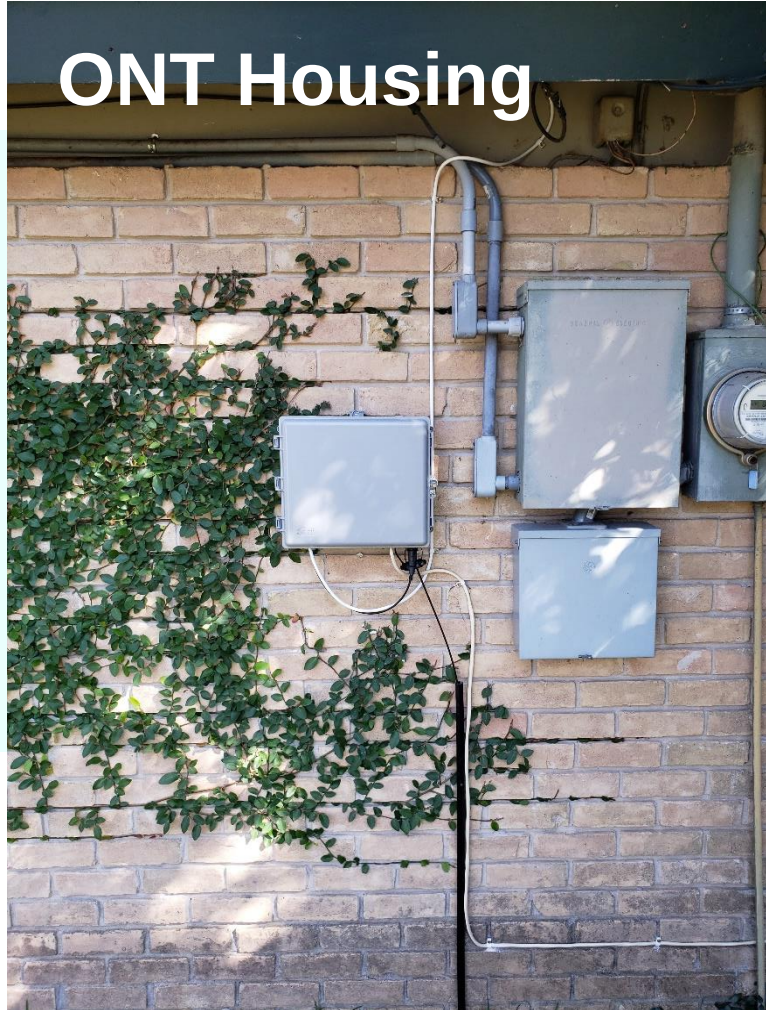
Aerial Splice



Aerial Terminal



Optical Network Terminal (ONT)





**Fiber is coming... how do we
spread out the word?”**

Door Hanger & Yard Sign/Banner Examples

Fiber is Coming

Important Construction Notice

Construction crews will be working in your neighborhood placing Frontier® fiber-optic lines on poles or underground. This advanced technology will offer broadband internet services over a dedicated fiber run directly to subscribing customer homes.

Ready for blazing-fast Frontier Fiber Internet that lets you stream like never before?

Upload as fast as you download on a fiber-optic network you can count on.

GetFrontierFiber.com

Frontier

Here's what you should expect during construction:

- As required by law, Frontier will locate and mark existing underground utilities to prevent damage and ensure public safety. We'll identify these lines with temporary paint markings in or near your yard.
- If neighborhood utilities are underground, Frontier's contractor will excavate in the public right of way to make a path for the fiber-optic cable and then restore any impacted streets, sidewalks or landscaping.
- If neighborhood utilities are on utility poles, Frontier's contractor will need access to any facilities or poles on your property (including backyards).
- After street construction is completed, Frontier will install, connect and test the fiber-optic cable.

Thanks for your patience as we install these state-of-the-art fiber-optic facilities!

If you have questions or concerns about construction, please call within the next 24 hours:

Name XXXXXXXXXXXXXXXX
Phone XXX.XXX.XXXX
Email XXXXXXXXXXXXXXXX

Permit # _____
Proposed Start Date _____
Estimated Completion Date _____

Frontier

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LCS
LAMBERTS
CABLE SPLICING COMPANY, LLC

ATTENTION: IMPORTANT NOTICE

This notice is to inform you the maintenance work on **Frontier** facilities along with restoration have been completed.

There may have been unseen damages to non-detectable items buried in your yard (sprinkler systems, dog fences, lighting, etc.). In the event you become aware of any issues related to the work performed, please contact Lambert's Cable Splicing Company at **1.888.616.6305** within the next 24 hours or send an email to ftfrldrops@lambertcable.com.

If the Frontier facilities are underground, as required by state law, all underground utilities must be marked to prevent damage and ensure public safety. The utilities will be identified by temporary paint markings in or near your yard.

If you would like to inform us of any underground items that may be in your yard (sprinklers, dog fences, lighting, etc.), please call **1.888.616.6305** within the next 24 hours or send an email to ftfrldrops@lambertcable.com.

Frontier Frontier

Used by Construction Vendor

LCS
LAMBERTS
CABLE SPLICING COMPANY, LLC

ATTENTION: IMPORTANT NOTICE

We will be coming to your neighborhood in the next few days to perform maintenance work on **Frontier** facilities or may be currently working on an outage at or near your address.

If the Frontier facilities are underground, as required by state law, all underground utilities must be marked to prevent damage and ensure public safety. The utilities will be identified by temporary paint markings in or near your yard.

Provided by Frontier® (permittee)
Construction completed by:
Name: XXXXX
Phone: XXXXX
Email: XXXXX

GetFrontierFiber.com

Frontier

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We have great service at competitive prices

Frontier

Fiber Internet

500/500 Mbps

\$39⁹⁹

w/ Auto Pay

per month for 12 mos. One-year agreement and early termination fee apply. Max speeds are wired. Wi-Fi, actual & average speeds vary.

Add Unlimited Digital Voice Service for just \$10/mo when bundled with Internet service plus taxes and surcharges

eero Pro 6



Get next-gen internet with the eero Pro 6 router**

Reward Card

\$100

4000 1234 5678 9010

08/25 V

K. A. RANDALL

VISA

Sign up for Frontier Fiber Internet Gig Service today and get a \$100 Visa® Reward Card* on us.

Redemption requirements apply.

500 Mbps

Frontier

Fiber Internet

Gig Service

\$69⁹⁹

w/ Auto Pay

per month for 36 mos. Max wired speed 940/880 Mbps. One-year agreement and early termination fee apply. Wi-Fi, actual & average speeds vary.

3-Year Price Guarantee

eero Pro 6



Get next-gen internet with the eero Pro 6 Wi-Fi system**

Reward Card

\$200

4000 1234 5678 9010

08/25 V

K. A. RANDALL

VISA

Sign up for Frontier Fiber Internet Gig Service today and get a \$200 Visa® Reward Card* on us.

Redemption requirements apply.

Gig Service

BE UNSTOPPABLE

With Fiber 2 Gig internet

Frontier

2GIG

\$149⁹⁹

w/ Auto Pay

per month for 12 mos. One-year agreement and early termination fee apply. Max speeds are wired. Wi-Fi, actual & average speeds vary.

Includes

- Ultrafast Wi-Fi 6e System
- My Premium Tech Pro
- Multi-Device Security
- Unlimited Digital Voice
- Activation

Available for a Limited Time

Amazon Fire TV + Logitech Webcam



2 Gig



Thank YOU!”

DRAFT
City Commission Meeting
March 8, 2022
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
Amber LaRowe, City Clerk
Wesley Wright, Planning Manager

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

1. PRESENTATIONS

None.

2. CHANGES TO THE AGENDA

No changes.

3. AUDIENCE COMMENTS

Julie Koch, resident, asked questions regarding a property she purchased. Alex Rey, City Manager, directed her to speak with Jennifer McMahon, Chief Operating Officer, and Wesley Wright, Planning Manager.

4. CONSENT

- a. February 22, 2022 City Commission Minutes

Motion: Commissioner Grill moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the March 8, 2022 Consent Agenda as presented by the City Manager.

5. ACTION ITEMS

- a. **Urban Design and Landscape Architectural Services**

City Manager Rey discussed the plans for design and preparation of construction documents for Fisherman's Park and the enhanced intersection with crosswalks at Corey Avenue and Sunset Way. Kimley-Horn will include modifications of parking and sidewalks on the western end of Corey Avenue and review of drainage and ADA compliance within the project area.

Motion: Commissioner Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the Urban Design and Landscape Architectural Services from Kimley-Horn and Associates in the amount of \$45,439.00.

6. ORDINANCES

a. Final Reading Ordinance 2022-03: The Corey Landings Project

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR THE ALLOCATION OF 150 RESIDENTIAL DWELLING UNITS UNDER THE PROVISIONS OF THE GENERAL RESIDENTIAL UNIT "RU" DENSITY POOL RESERVE, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN AND IMPLEMENTED THROUGH THE CITY'S LAND DEVELOPMENT CODE, TO THE PROPOSED COREY LANDINGS DEVELOPMENT PROJECT, GENERALLY LOCATED AT 10 COREY AVENUE; PROVIDING FOR CODIFICATION; CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

7. RESOLUTION

a. Resolution 2022-03: The Corey Landings Project Conditional Use

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE, PURSUANT TO SECTION 4.7 OF THE LAND DEVELOPMENT CODE FOR THE REDEVELOPMENT OF THE COREY LANDINGS PROJECT, GENERALLY LOCATED AT 10 COREY AVENUE; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

Both Ordinance 2022-03 and Resolution 2022-03 were heard and presented in one presentation by staff and the developer. The City Clerk swore in all those wishing to address the City Commission on both Ordinance 2022-03 and Resolution 2022-03.

Quasi-judicial procedures were discussed with each Commissioner disclosing ex-parte communications that they had with the developer, many residents, attendance at the community meeting last year, and the virtual meeting on January 21st to discuss the traffic study. Most of the resident's issues were in regard to parking and traffic.

Wesley Wright, Planning Manager, gave a presentation to the Commission. A copy of the presentation is made a part of the record. The presentation included:

- Review timeline
- City Code
- Maps
- Site Photos
- Site Plan

Mr. Wright outlined the 15 criteria in the Resolution 2022-03, Conditional Use Permit:

Administrative Approval Conditions

1. The number of additional residential dwelling units on the subject property shall be contingent on final action on companion Ordinance 2022-03 which allocates one-hundred and fifty (150) residential units from the "RU" Density Pool Reserve to the subject property. Any additional residential dwelling units awarded from the Density Pool shall be returned to the Pool should a building permit not be obtained within one (1) year of the date of the passage of companion Ordinance 2022-03, or should "continual construction" as defined in Division 2 of the Land Development Code cease, unless extended by resolution of the City Commission;

2. The site plan submittal shall be in substantially the same as the “conceptual” site plan presented to the City. Any major deviations, as determined by the City Manager at his own discretion, may result in the loss of the conditional use approval;

Public Amenity Requirements

3. The applicant shall submit a unified landscaping plan reflecting, at the time of submittal of the site plan which meets or exceeds the landscape shown in the “conceptual” site plan;
4. The applicant will partner with the City in connecting a boardwalk adjacent to the proposed restaurant in Area 1 to the City-owned property at 7701 Boca Ciega Drive. The City shall make application to the appropriate authorities for permitting, grants and will be responsible for the design and construction of a proposed boardwalk. Provided the City is able to permit and fund the boardwalk, the applicant will provide a public access easement to the City to connect the boardwalk to the public park. The form and contents of the public access boardwalk shall be acceptable to the City Attorney and the applicant. The location of the proposed 10’ easement shall be acceptable to the applicant;
5. The City shall review and approve all improvements being placed upon any public right-of-way prior to the issuance of any development permits;
6. The City shall review and approve the design of all public recreation facilities prior to the issuance of any development permits;
7. The applicant will use good faith efforts to obtain the appropriate regulatory approvals in order to permit the construction of the proposed Commercial Class A and B docking facilities located adjacent to the restaurant;
8. The applicant shall be required to provide for electrical undergrounding of all utilities along Corey Avenue and Corey Circle adjacent to the project except for the poles along Bay Street, including the intersection of Bay Street and Corey Avenue. The City will work with Duke Energy, who is performing electrical undergrounding work south of the project area, and will look to enter into an agreement with Duke that will bring the undergrounding along Bay Street to Corey Avenue. In the event that this agreement is put in place, the Developer will make a contribution, not to exceed \$50,000 towards that portion of the undergrounding effort;
9. The applicant shall be required to provide for all necessary relocation of existing public utilities in the project area and shall further be required to dedicate all appropriate utility easements. Such required dedications shall be made prior to the issuance of any development permits for the project;

Landscaping & Irrigation Requirements

10. All landscaping standards shall comply with the requirements of Division 22 of the City’s Land Development Code;

Operational & Construction Requirements

11. Amplified music within the outdoor dining area shall be come from the onsite installed equipment and speakers. Amplified music will have no bass. The Music Level Limits (dBA) shall not exceed the following levels at the property:

- 83 dBA between (7:00 a.m. – 10:00 p.m.),
- 73 dBA between (10:00 p.m. – 11:00 p.m.),
- No amplified music after 11:00 p.m.

The Sound Level Limitations outlined in Section 46-132 are in addition to the limits set above.

12. Construction of the multi-family use shall incorporate at least two (2) of the eight (8) energy and environmental design features listed in LDC Sec. 39.9 as are appropriate to this use. Other emerging green building standards (including motion sensor lighting), and other certifications for building design such as wellness, may be considered in lieu of those listed following review and approval by the Community Development Department;
13. All impact fees and the wastewater connection fees, as may be applicable to this project at the time of building permit issuance, shall be collected prior to issuance of any building permit approval associated with this subject development;

Concurrency Management Requirements

14. Concurrency Management Statements shall be submitted for potable water, sanitary sewer, solid waste, transportation facilities, and stormwater shall be submitted prior to building permit approval. Approval of these statements and plan shall take place prior to issuance of any site plan associated with this request;

Violation of Stated Conditions

15. Any violation of these conditions shall entitle the City Commission to modify or revoke the Conditional Use.

Commissioner Grill discussed condition 11, amplified music. He opined that there should not be any amplified music after 10:00 p.m. because of the effect it will have on neighboring residents.

Commissioner Grill made a motion to amend Condition 11 to say, “no amplified music after 10:00 p.m.”. The motion died for lack of second.

Attorney Dickman suggested the Commission listen to the presentation by the developers to see if that answers some of their questions.

Ram Realty Advisors were in attendance. Their development team consisted of Travis Williams, RAM, Developer; Damon Bridger, RK, Architect; Attorneys Elise Batsel and Kevin Reali, Stearns, Weaver, Miller; and Engineers Scott Gilner and Hillary Hepp, Kimley-Horn. Ram Realty Advisors gave a presentation to the City Commission, this presentation is made a part of the record. Information presented included:

- Timeline
- Hearing Process
- Location of Property –
 - South end of Corey Avenue
 - +/- 3.9 acres
- TC-2 Zoning
- Vision Plan –
 - Create east side anchor
 - Create public space
 - Create housing to infuse additional life into Corey Avenue

- Integrate streetscape
 - Encourage pedestrian activity
 - Boardwalk
 - Activate East Corey Avenue
- Conceptualization of layout, parking, and landscape
- Conditional Use Request –
 - Seek approval of 150 units from the City's Residential Density Pool
 - Seek approval for commercial docks (other docks for public use)
 - Seek approval for an eating and drinking establishment to include outdoor dining and live music
- Mixed-Use Development Project –
 - Area 1
 - +/- 5,000 square feet of waterfront restaurant use
 - Area 2
 - 243 multi-family units
 - +/- 12,000 square feet of retail and commercial spaces
- Pictures of Existing Condition
- Site Plan
 - 243 luxury apartments
 - 5,000 square foot waterfront restaurant
 - 8,264 square feet of retail
 - 3,959 square feet of office space
 - Private boat slips
 - Public boat slips
 - Parking per Code
- Various renderings
- Benefits to Community –
 - .7-acre public park
 - Sidewalk
 - Benches
 - Bike racks
 - Reconstructed public seawall
 - Waterfront overlook
 - Pedestrian access to water
 - Pedestrian connection
 - Enhanced accessibility
 - Additional parking
 - Sidewalks
 - Crosswalks
 - Landscape
 - Removal of overhead power lines
 - Replace existing lightings
 - Enhanced public access to the water
 - Public docks
 - Activate East Corey Avenue
 - Stormwater improvements
 - Tax revenue
- TC-2 Comprehensive Plan Policies the Development Meets –
 - Policy 1: Architectural design features
 - Policy 2: Parking

- Policy 3: Retail/Restaurant
- Policy 4: Privately-owned small-scale marina facilities with transient boat slips
- Policy 5: Professional landscape and design standards consistent with the standards in the Land Development Code
- Traffic Analysis Notes –
 - Methodology
 - 131-page final traffic study submitted and approved by City staff November 29, 2021
 - Project trips not anticipated to cause any deficiency to roadway network
 - Project trip assignment determined by Florida Department of Transportation (FDOT) traffic demand model
 - Very low project trip count along Bay Street and Gulf Winds Drive
 - Charts and comparisons were displayed
 - Project traffic assignment mapping – based on FDOT

Mayor Johnson opened the public comment.

Deb Schechner, resident, spoke in opposition of the project.

St. Pete Beach Astronomer, resident, spoke in opposition of the project.

Hearing no further public comment, Mayor Johnson closed the public comment for Ordinance 2022-03 and Resolution 2022-03.

Discussion continued regarding the noise and amplified music. Commissioner Grill expressed concerns for allowing amplified music after 10:00 p.m. and the disturbance it will cause.

Commissioner Grill made a motion to modify Condition 11 to not allow for amplified music after 10:00 p.m.

Discussion continued. City Manager Rey suggested that after a year of operation at the restaurant, Condition 11 can be re-evaluated.

Commissioner Grill modified the motion to say “City staff will supply the Commission with 3 months of noise data, including but not limited to complaints and code enforcement citations, from the date the dining establishment opens to the public. At that time the City Commission may review and modify this condition.

Commissioner Pletcher seconded the motion and it carried 5-0.

Attorney Dickman discussed an additional condition to be placed in the Conditional Use Permit that says:

“the Developer waives all reversion rights to the east end of Corey Avenue, beginning at the water’s edge and ending approximately 300 feet to the west, which is planned for a pedestrian-only park area (“Public Property”). If there is ever a determination made by a court of competent jurisdiction that finds that a reverter interest in the Public Property is present, the Developer agrees to cooperate with the City and provide any additional documents required to waive and release any rights to the Public Property. Also, before site plan approval, the Developer will provide the City a quit claim deed or deeds for the

Public Property, releasing any rights, including reverter rights.

Commissioner Graus moved, Commissioner Pletcher seconded, and the motion carried 5-0 to add Condition 16 to the Conditional Use Permit, Resolution 2022-03, as stated above by the City Attorney.

Motion: Commissioner Graus moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to adopt Ordinance 2022-03.

Motion: Commissioner Grill moved, Commissioner Graus seconded, and the motion carried 5-0 to adopt Resolution 2022-03.

8. ITEMS FOR DISCUSSION

No discussion.

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

Amber LaRowe, City Clerk—announced that March 15th is Election Day for District 1 Commissioner. Voting is open at the Community Center from 7:00 a.m. to 7:00 p.m.

The next meeting will include the swearing in of District 1 and District 3 Commissioners, election of Vice Mayor, and board/committee appointments.

Alex Rey, City Manager—Fire Station 22 is in the State budget for a \$2M allocation beginning next fiscal year.

The Gulf Boulevard and 55th Avenue project is scheduled to be wrapped up this Friday, March 11th.

Commissioner Graus—excited about the Corey Avenue project and glad to see it moving along.

He mentioned that Spring Break starts next week for all schools in several local counties.

Commissioner Grill—attended the Gulf Winds Drive design meeting last week; glad to see the plans.

Commissioner Pletcher—discussed her comments at the last meeting regarding parking rates in the City. Her comments were based on several issues that are occurring in Pass-a-Grille due to parking and traffic.

Mayor Johnson adjourned the meeting at 8:32 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

St. Pete Beach City Commission Agenda Report

Issue Considered: Total Pressure Cleaning Services Inc., Bid Proposal

Date: March 22, 2022

Prepared By: Michelle Gonzalez, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue:

The City solicited contract services of an experienced, pressure cleaning contractor to perform pressure cleaning services for city facilities and sidewalks.

Five bids were received. Staff is recommending approval of the bid from Total Pressure Services Inc., for the pressure washing of city facilities and sidewalks on an as needed basis in the amount not to exceed \$35, 000.00.

Facilities and sidewalk pressure washing schedule is as follows – (M) Monthly – (Q) Quarterly (A) Annual:

Parks bathrooms (M) & pavilions, playgrounds and sidewalks (Q) -	\$6,580
Recreation Center used daily & for events (M) -	\$7,000
City Maintained Bus Shelters (Y) -	\$420
Upham Beach Sidewalk & Wall (Y) -	\$140
Corey Ave to Gulf Blvd (Y) -	\$1,643
75 th Ave to Gulf Blvd (Y) -	\$1,634
22 nd Ave (on Gulf Way) to 1 st Ave (Y) -	\$2,679
12 th Ave (On Pass-A-Grille Way) to 1 st Ave (Y) -	\$1,431
Gulf Blvd to County Park (Y) -	\$ 4,143
Gulf Blvd (from County Park) to Pinellas Bayway (Y) -	\$2,007
 Total	 \$27,687

In addition to the above, we are setting \$7,322.00 in contingency for pressure cleaning of other facilities (City Hall, Public Works, Fire Station 22 & 23, Warren Webster building and the Suntan Art Center) on an as needed basis.

Funding: 001-6102-519-5461

Requested Motion: “I move to approve utilizing services from Total Pressure Cleaning Services Inc for City wide pressure cleaning of all facilities and sidewalks in the amount not to exceed \$35,000.”

Attachment:

1. Pressure Washing Bid Sheet
2. Pressure Washing Request for Bid & Agreement

CITY OF ST. PETE BEACH
RFB - PRESSURE CLEANING SERVICES
Bid Opening Date: August 20, 2021 10:05AM
Bid Tabulation

Firm	Date Received/Via	Price per sq. ft.		Min. charge for less than 1,000 sq. ft.
		with pre spray	without pre spray	
Bald Painting and Construction	8/20/2021 - Hand Delivered 9:28AM	\$0.27	\$0.24	\$300.00
Sunshine Cleaning Systems Inc.	8/19/2021 - FedEx 2:21PM	\$0.05	\$0.08	\$300.00
Quick Painting Group	8/19/2021 - USPS 8:00AM	\$0.31	\$0.25	\$450.00
Emerald Facility Management	8/18/2021 - Hand Delivered 1:31PM	\$0.09	\$0.08	\$90.00
Total Pressure Cleaning Services Inc.	8/11/2021 - Hand Delivered 10:30AM	\$0.05	\$0.05	\$70.00

Adjourned: 10:12AM

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

PRESSURE CLEANING SERVICES

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

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

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.

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 Vendor'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 3/31/2025 ("completion date").

6. This Agreement will remain in effect for a period of three (3) years from the Effective Date.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

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 herefrom shall be in Pinellas County, Florida.

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

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

Total Pressure Cleaning Services, Inc.
941 W. Cimmeron Dr.
Tampa, FL 33603

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.

[SIGNATURE PAGE TO FOLLOW]

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

Total Pressure Cleaning Services, Inc.

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)



**City of St Pete Beach
Request for Bid**

PRESSURE CLEANING SERVICES

Bids due on or before
August 13, 2021 at 10:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL

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II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in pressure cleaning.

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 "Pressure Cleaning Services" 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 "Pressure Cleaning Services".

COMPANY: Total Pressure Cleaning Services Inc. DATE: 8/3/2021

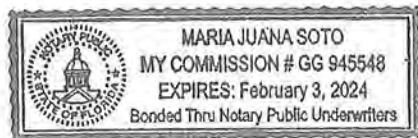
ADDRESS: 941 W Cimmeron Dr Tampa, FL 33603 PHONE: 813-236-9813

BIDDER: Alberto Suarez NAME: Alberto Suarez
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Hillborough

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of August, 2021, by Alberto Suarez, who is personally known to me or has produced _____ as identification.

(SEAL)



Maria Juana Soto
Notary Public - State of Florida
Maria Juana Soto
(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				Per Square foot
1	Per Square foot (with pre-spray algaecide treatment)				\$ 0.05
2	Per Square foot (without pre-spray algaecide treatment)				\$ 0.05
3	Minimum charge for areas less than 1,000 square feet				\$ 0.07

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, pressure cleaning contractor to perform pressure cleaning services.

LOCATION

The City of St. Pete Beach is soliciting bids from qualified pressure washing contractors throughout the City.

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 August 5, 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 **August 13, 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: "Pressure Cleaning Services"

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 pressure cleaning services throughout the City of St Pete Beach. The scope of work shall include, but not be limited to, pressure cleaning of sidewalks, curbs and gutters, buildings, signs and roofs ads directed by the City.

DETAILED SPECIFICATIONS

- Pressure washing shall be done using high volume pressure cleaner (minimum 3500 psi @ 8 gpm).
- A pre-spray algacide treatment shall be applied prior to pressure cleaning if needed.
- At the beginning of each month, the contractor shall furnish to the City, for its approval, a schedule of work to be completed during the upcoming month. The City reserves the right to direct Contractor to rearrange the schedule to meet the needs of the City.
- The Contractor shall furnish to the City the name of the chemical, manufacturer's label and Manufacturer's Safety Data Sheet (MSDC) for all products used.
- If the Contractor discovers damages, vandalism or theft, the Contractor shall immediately notify the City of same, and shall file a police report of the occurrence.

Standard work hours shall be from 7:30 AM until 7:00 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.

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. A schedule will be provided with expected services.

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.

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 COMPLAINE 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 statue 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: Alberto Suarez / President
(Print individual's name and title)

for: Total Pressure Cleaning Services Inc.
(Print name of entity submitting sworn statement)

at: 1701 W Burke St. Tampa, FL 33604
(Business address)

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

20-5580932
(FEIN)

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

(SSN)

by the individual signing this sworn statement:

Alberto Suarez
(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.

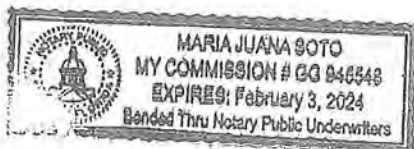
- 5- I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods 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 Hillsborough

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of August, 2021 by Alberto Suarez, who is personally known to me or has produced _____ as identification.

(SEAL)



Maria Juana Soto
Notary Public - State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Hillsborough County

I state that I Alberto Suarez / President of Total Pressure Cleaning Services Inc.
(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. Total Pressure Cleaning Services Inc., 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: Total Pressure Cleaning Services Inc.

Signed By: Alberto Suarez

Print Name: Alberto Suarez

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of August, 2021, by Alberto Suarez, who is personally known to me or has produced _____ as identification.

(SEAL)



Maria Juana Soto
Notary Public - State of Florida
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VIII. TENTATIVE PRESSURE CLEANING SCHEDULE

City Facilities		
Facility	Address	Recurrence
City Hall	155 Corey Avenue	Annually
Recreation (Community Center)	7701 Boca Ciega Dr	Monthly Feb-Jun/ Bi-Monthly Jul-Jan
Horan Park	7701 Boca Ciega Dr	
	Restroom	Monthly
	Pavillion & Play ground	Quarterly
Public Works	7581 Boca ciega Dr.	Annually
Library	365 73rd Ave	Annually
Fire Station 23	7301 Gulf Blvd	Annually
Egan Park	9101 Blind Pass Rd	
	Piers	Bi-Annually
	Concession Stand	Quarterly
	Tennis Court	Quarterly
	Baseball Dugouts	Bi-Annually
	Restrooms	Monthly
Ron McKenny Park	400 93rd Ave	
	Restrooms	Quarterly
	Pavillion & Play ground	Quarterly
	Pier	Bi-Annually
Lido Park	40 45th Ave	
	Pavillion & Play ground	Quarterly
Bill Curatto Jr. Park	3731 Belle Vista Dr	
	Pavillion & Play ground	Bi-Annually
Lazarillo Park	224 E Debazan Dr	
	Tennis Court	Quarterly
	Pavillion & Play ground	Quarterly
SunTan Art Center	3300 Gulf Blvd	Annually
Don Cesar Boat Ramp/Pier	16 33rd Rd	Bi-Annually
Vina Del Mar Park	300 S Isle Dr	
	Pavillion	Quarterly
	Restrooms	Monthly
	Tennis Court	Quarterly
	Playground	Bi-Annually
Fire Station 22	1950 Pass-A-Grille Way	Annually
Warren Webster Building	1500 Pass-A-Grille Way	Annually
	Tennis Court	Quarterly
VA Shuffle Board/PAG Park	100 10th Ave	Quarterly
Hurley Park	1500 Gulf Blvd	
	Restrooms	Monthly
	Tennis Court	Quarterly
	Basketball Court	Quarterly
	Pavillion	Quarterly
	Baseball Dugouts	Bi-Annually
City Maintained Bus Shelters	Gulf Blvd & 34th Ave	Bi-Annually
	Blind Pass Rd & Captiva Circle	Bi-Annually
	Gulf Blvd & 45th Ave	Bi-Annually
	Gulf Blvd & 46 Ave	Bi-Annually
	Gulf Blvd & 58th Ave	Bi-Annually
	Gulf Blvd & Maritana Dr	Bi-Annually
Sidewalks	Various Locations	Annually

6.0 REFERENCES

Agency #1	City of Tampa	
Address	2015 East 7th Avenue Tampa, FL	
City, State, ZIP	2015 East 7th Avenue Tampa, FL	
Contact Person	Corine Linebrink	
E-mail	Corine.Linebrink-Wain@tampagov.net	Phone: 8132747960
Date(s) of Service	Past 4/5 years	
Type of Service	Pressure cleaning and maintianing the city sidewalks.	
Comments:		
Agency #2	City of Tampa	
Address	1550 N Grady Ave	
City, State, ZIP	Tampa,FL,33607	
Contact Person	Jameson Bachtel	
E-mail	Jameson.Bachtel@tampagov.net	Phone: 813-393-7851
Date(s) of Service	Past 2/3 years	
Type of Service	Pressure Cleaning city facilties and parks.	
Comments:		
Agency #3	City of Lakeland/Water Production Divison	
Address	1501 Kendrick Lane	
City, State, ZIP	lakeland/ FI 33805	
Contact Person	Ricky Jaynes	
E-mail	ricky.jaynes@lakelandgov.net	Phone: 863-834-6720
Date(s) of Service	Past 4/5 years	
Type of Service	Pressure cleaning water tanks and cleaning concrete pads.	
Comments:		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2021

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 Adcock-Adcock Insurance Agency 315 W. Fletcher Ave. Tampa FL 33612-3414	CONTACT NAME: Denise DeRemigo PHONE (A/C No. Ext): 813-933-6691 FAX (A/C No.): 813-932-6287 E-MAIL ADDRESS: denised@adcock-insurance.com
INSURED Total Pressure Cleaning Service Inc. 941 W Cimmeron Dr Tampa FL 33603	INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Co. NAIC # 10190 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1383280565

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			20701298	10/20/2021	10/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			20701298	10/20/2021	10/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is included as an Additional Insured under the General Liability policy Blanket Additional Insured endorsement, per form #55373, attached, if terms/requirements are met and subject to all policy conditions, wording, terms, etc.
General Liability policy includes a Blanket Waiver of Subrogation, per form #55091, attached, if terms/requirements are met and subject to all policy conditions, wording, terms, etc.

CERTIFICATE HOLDER

CANCELLATION

City Manager
City of St. Pete Beach
155 Corey Ave
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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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Reclaimed Water Lateral Line Repairs

Date: March 22, 2022

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City's reclaimed water service laterals are failing at an accelerated rate. In an effort to preserve the City's roadways and prevent the excavation of newly resurfaced City streets, the City is proactively replacing these aging reclaimed water laterals beneath the roadways that are programmed for replacement. This authorization will permit the replacement of reclaimed laterals utilizing the existing On-Call Civil and Large Pipeline Contractor Services Agreement with Rowland, Inc. in an amount not to exceed the annual Reclaimed Water - Lateral Replacement budget availability, including any amendments made to that budget. Cost estimates will be requested from Rowland and individual purchase orders will be issued for the work.

Work performed under the On-Call Civil & Large Pipeline Contractor Services Agreement is billed based on actual labor, material, and subcontractor costs to perform the work. The actual cost of construction may be more or less depending on field conditions and unforeseen circumstances that may arise during construction.

Funding: Reclaimed Water - Capital Improvements (102-6108-537-5655). The current available budget for FY22 is \$550,000.

Requested Motion: I move to approve the utilization of the existing On-Call Civil & Large Pipeline Contractor Services Agreement for failing reclaimed water service line repairs & replacements in an amount not to exceed the annual Reclaimed Water - Lateral Replacement budget availability until September 30th, 2025.

Attachments:

1. Rowland On-Call Civil & Large Pipeline Contractor Services Agreement

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

On-Call Civil & Large Pipeline Contractor Services

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

WHEREAS, Vendor is currently under contract with Tampa Bay Water for On Call General Civil Contractor Services Contract No. 2021-045 (the "TBW Contract").

WHEREAS, the City desires to purchase from Vendor the On-Call Civil & Large Pipeline Contractor Services..

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City's Code of Ordinances adopted by the City Commission, the City is authorized to "piggy-back" onto the Tampa Bay Water Contract for the same or similar services.

WHEREAS, the Vendor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the Tampa Bay Water Contract.

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The 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 Vendor'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 9/30/2025 ("completion date").
6. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
7. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

Rowland Inc.
Attn: Kevin D. Rowland
President
6855 102nd Ave. N.
Pinellas Park, FL 33782

As to City:

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

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

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

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

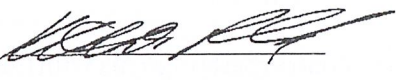
26. This Agreement will remain in effect for a period of four (4) years from the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

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

Rowland Inc.

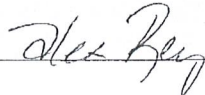
City of St. Pete Beach:

Signature: 

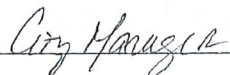
Signature: 

Kenneth D. Rowland, Vice President

By: _____

By: 

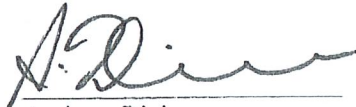
Its: _____

Its: 

Date: 9/17/2021

Date: 10.26.21

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Andrew Dickman
City Attorney

ATTEST:



Amber LaRowe
City Clerk



FINANCE & ADMINISTRATION DIVISION
CHRISTINA SACKETT, CFO

PURCHASING DEPARTMENT
STACY GUNDRY, PURCHASING SPECIALIST II

WEBSITE: <http://www.tampabaywater.org>
E-MAIL: purchasing@tampabaywater.org
2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102

CONTRACT NO. 2021-045

FOR

ON CALL GENERAL CIVIL CONTRACTOR SERVICES

WITH

ROWLAND INC.

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CONTRACT FORM

CONTRACT

This CONTRACT is made this 16 day of August, 2021, by and between TAMPA BAY WATER, A Regional Water Supply Authority, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163.01, 373.713 and 373.715, Florida Statutes, ("TAMPA BAY WATER"), and Rowland Inc. ("CONTRACTOR"), a corporation in the State of Florida.

WITNESSETH:

WHEREAS, TAMPA BAY WATER desires to retain CONTRACTOR to provide On Call General Civil Contractor Services, as further described herein, and as more particularly described in the SPECIFICATIONS attached hereto and made a part hereof (the "GOODS AND/OR SERVICES"); and

WHEREAS, TAMPA BAY WATER has selected CONTRACTOR in accordance with TAMPA BAY WATER'S procurement policy and applicable law; and

WHEREAS, CONTRACTOR agrees to serve as TAMPA BAY WATER'S contractor for GOODS AND/OR SERVICES based upon the terms and conditions set forth in this CONTRACT, which includes the GENERAL CONTRACT CONDITIONS, the SUPPLEMENTAL GENERAL CONDITIONS, the SPECIFICATIONS, and the EXHIBITS, all of which are attached hereto and made a part hereof, and all formal changes thereto by addendum, change order, or written modification executed by both parties hereto (collectively, the "CONTRACT").

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1.0 RETENTION

TAMPA BAY WATER does hereby retain and engage the CONTRACTOR and the CONTRACTOR does hereby accept said engagement and agrees to provide the GOODS AND/OR SERVICES.

2.0 TERM

This CONTRACT shall commence on the date of execution and terminate on September 30, 2025. To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment. This CONTRACT may be terminated as provided in article 5.0. No Assignment shall be given after termination of this CONTRACT.

3.0 GOODS AND/OR SERVICES

The CONTRACTOR shall provide the GOODS AND/OR SERVICES in a manner satisfactory to TAMPA BAY WATER. Said GOODS AND/OR SERVICES shall commence upon written notice to proceed from TAMPA BAY WATER.

4.0 COMPENSATION

TAMPA BAY WATER shall pay the CONTRACTOR for those GOODS AND/OR SERVICES provided for in article 3.0 above, the amount budgeted for these GOODS AND/OR SERVICES on a monthly basis as provided for in the BID PRICE FORM attached hereto and made a part hereof. The CONTRACTOR will invoice TAMPA BAY WATER monthly, or at such other period as agreed to by the parties, and TAMPA BAY WATER shall make payment of approved invoices within thirty (30) days. Invoices shall meet all requirements of TAMPA BAY WATER and shall be subject to cost substantiation. The total contract value shall not exceed \$2,000,000.00.

5.0 TERMINATION OF CONTRACT

- 5.1. TAMPA BAY WATER may terminate or cancel this CONTRACT at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the CONTRACTOR.
- 5.2. Following termination, TAMPA BAY WATER shall make a settlement with the CONTRACTOR upon a pro rata basis as determined by TAMPA BAY WATER, which shall fix the value of the GOODS AND/OR SERVICES performed by the CONTRACTOR prior to the termination or cancellation of this CONTRACT.

6.0 SUBCONTRACTORS

The CONTRACTOR shall not sublet, assign, or transfer any GOODS AND/OR SERVICES specifically set forth under this CONTRACT without the prior written consent of TAMPA BAY WATER. All persons used by the CONTRACTOR for fulfilling the requirements of this CONTRACT must be employees of the CONTRACTOR, unless otherwise approved by TAMPA BAY WATER.

7.0 INDEMNIFICATION

In consideration of the first \$100.00 paid by TAMPA BAY WATER to the CONTRACTOR, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR shall indemnify, defend, or at the option of TAMPA BAY WATER pay the cost of defense, and hold harmless TAMPA BAY WATER from any and all claims, expenses and damages, including, but not limited to reasonable attorneys' fees on account of a demand or claim, or assertion of liability, or any claim or action arising or alleged to have arisen out of or to the extent caused by use of CONTRACTOR's products, or CONTRACTOR's performance of this CONTRACT in a negligent, reckless, or intentionally wrongful manner, including performance by any subcontractor, agent or representative of CONTRACTOR, or as a result of any defaults by the CONTRACTOR under this CONTRACT for breach of any representation or warranty by CONTRACTOR either expressed or implied. However, neither the CONTRACTOR nor any of its subcontractors will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of TAMPA BAY WATER or any of its officers, agents or employees.

8.0 CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT

- 8.1. The CONTRACTOR shall purchase and maintain the following described insurance on policies and with insurers acceptable to TAMPA BAY WATER. The insurance policy shall be written for not less than the limits of coverage specified in articles 9.0 through 10.0 below.
The CONTRACTOR shall submit certificates itemizing the policies issued, limits of coverage, expirations dates and endorsements provided to TAMPA BAY WATER,

using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form, attached hereto and made a part hereof.

- 8.2. These insurance requirements shall not limit the liability of the other party. TAMPA BAY WATER does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interests or liabilities but are merely minimums.
- 8.3. CONTRACTOR shall not commence or continue to provide any GOODS AND/OR SERVICES unless CONTRACTOR has in full force and effect all required insurance, and until all correct and complete insurance certificates have been provided to TAMPA BAY WATER evidencing the specific insurance coverage required and indicating TAMPA BAY WATER as additional insured, unless TAMPA BAY WATER approves commencement or continuation of GOODS AND/OR SERVICES, nor shall any payment for GOODS AND/OR SERVICES performed become due and payable until such certificates have been provided to TAMPA BAY WATER. If the use of subcontractors is authorized by TAMPA BAY WATER pursuant to article 6.0 above, CONTRACTOR shall not permit any subcontractor, supplier or other person or organization to provide the GOODS AND/OR SERVICES unless the insurance requirements set forth in this CONTRACT have been complied with by such subcontractor, supplier or other person or organization.
- 8.4. All above-referenced policies of insurance, except worker's compensation insurance, shall be endorsed to include as additional insured: TAMPA BAY WATER, its contractors, subsidiaries or affiliates, and each of TAMPA BAY WATER's directors, officers, employees, representatives, agents or volunteers. Such insurance policies shall include or be enforced to include a cross liability clause so the additional insured will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of the CONTRACTOR shall be considered primary, and all other insurance shall be considered excess.
- 8.5. All above-referenced policies of insurance (and the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and the CONTRACTOR by certified mail.
- 8.6. The CONTRACTOR shall be responsible for all deductibles under such policies of insurance.

9.0 LIABILITY INSURANCE

- 9.1. CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile and other appropriate insurance for the GOODS AND/OR SERVICES being performed and furnished which shall provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the GOODS AND/OR SERVICES and CONTRACTOR'S other obligations under this CONTRACT.
 - 9.1.1. Minimum limits of \$2,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$5,000,000
Each Occurrence	\$2,000,000
Personal Injury/Advertising Injury	\$2,000,000
Products Comp/Operations Aggregate	\$2,000,000

- 9.1.2. The CONTRACTOR'S liability insurance shall include contractual liability coverage sufficient to cover the CONTRACTOR'S indemnification obligations under this CONTRACT. The CONTRACTOR agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by the CONTRACTOR'S obligations under the indemnification provisions.
- 9.2. Excess or Umbrella Liability
 - 9.2.1. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.
- 9.3. Automobile Liability
 - 9.3.1. Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.
 - 9.3.2. If CONTRACTOR has no owned autos, a letter from the CONTRACTOR so stating must be included with the certificates of insurance.
- 10.0 WORKERS COMPENSATION COVERAGE
 - 10.1. CONTRACTOR shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by Florida statutes. As of the date of this CONTRACT, these statutes require employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.
 - 10.2. TAMPA BAY WATER requires CONTRACTOR employers to purchase workers' compensation insurance for all their employees and sub-contractors regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage. TAMPA BAY WATER will expect CONTRACTOR to purchase said coverage.
 - 10.3. CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees.
- 11.0 CERTIFICATES OF INSURANCE
 - 11.1. Required insurance shall be documented in the certificates of insurance which provide that TAMPA BAY WATER shall be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change.
 - 11.2. New certificates of insurance are to be provided to TAMPA BAY WATER on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form at least 15 days prior to coverage renewals.
 - 11.3. If requested by TAMPA BAY WATER, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms and endorsements.

- 11.4. For Commercial General Liability coverage, the CONTRACTOR shall, at the option of TAMPA BAY WATER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.
- 11.5. Receipt of certificates or other documentation of insurance or policies or copies of policies by TAMPA BAY WATER, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.
- 11.6. Before providing services, CONTRACTOR shall provide TAMPA BAY WATER with an acceptable certificate of insurance on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein. Only certificates of insurance provided on TAMPA BAY WATER CERTIFICATE OF INSURANCE form will be accepted.

12.0 INSURANCE OF THE CONTRACTOR PRIMARY

- 12.1. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and the insurance of TAMPA BAY WATER shall be considered excess, as may be applicable to claims which arise out of the hold harmless, payment on behalf of TAMPA BAY WATER, insurance, additional insurance and certificates of insurance provisions of this CONTRACT.

13.0 LOSS CONTROL/SAFETY

- 13.1. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- 13.2. TAMPA BAY WATER may order GOODS AND/OR SERVICES to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to TAMPA BAY WATER.

14.0 MISCELLANEOUS PROVISIONS

- 14.1. CONTRACTOR shall provide GOODS AND/OR SERVICES under this CONTRACT as an independent contractor. CONTRACTOR shall not be considered an agent of TAMPA BAY WATER nor shall CONTRACTOR'S subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the CONTRACTOR be considered agents of TAMPA BAY WATER.
- 14.2. This CONTRACT shall constitute the entire agreement between the parties hereto and this CONTRACT shall not be amended or modified except in writing executed by both parties hereto.
- 14.3. This CONTRACT shall be governed by and construed under the laws of the State of Florida.
- 14.4. Venue for any action arising under this CONTRACT shall lie in Pinellas County, Florida.
- 14.5. Any notices or other writings permitted or required to be delivered as described and required under the provisions of this CONTRACT shall be delivered by sending the notice by certified mail, return receipt requested, and addressed as follows:

If to TAMPA BAY WATER:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102
727-796-2355
Attention: Teresa Collins, Purchasing Manager

If to the CONTRACTOR:

Rowland Inc.
6855 102nd Ave. N.
Pinellas Park, Florida 33782
727-545-3815
Attention: Kevin D. Rowland, President

15.0 **SCRUTINIZED COMPANIES AND PUBLIC ENTITY CRIMES STATEMENT**

- 15.1. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 15.2. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 15.3. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.
 - 15.3.1 Pursuant to Section 287.135, Florida Statutes, Tampa Bay Water reserves the right to terminate any contract for goods or services of \$1 million or more if the awarded CONTRACTOR:

- a. Has been found to have submitted a false Scrutinized Vendor List certification as provided under Section 287.135 subsection (5); or
 - b. Has been placed on the Scrutinized Companies Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List or
 - c. Has been engaged in business operations in Cuba or Syria.
- 15.3.2 Pursuant to Section 287.135, Florida Statutes, Tampa Bay Water reserves the right to terminate any contract for goods or services of any amount if the awarded CONTRACTOR has been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

16.0 PUBLIC RECORDS AND AUDIT RIGHTS

CONTRACTOR shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (collectively referred to as "Records"), for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. TAMPA BAY WATER, or any duly authorized agents or representatives of TAMPA BAY WATER, shall have the right to order, inspect and copy all such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of the Subcontractors.

- 16.1 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 AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.
- 16.2 Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
- 16.3 Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Contractor shall 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 Agency.
- 16.5 Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the 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

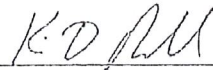
Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above.

WITNESS:

Rowland Inc.



By: 

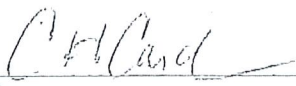
Date: 6/30/2021

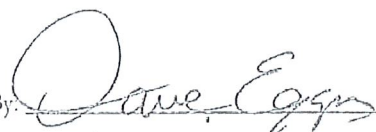
Kevin D. Rowland, President
Name

(CORPORATE SEAL)

ATTEST:

TAMPA BAY WATER, A Regional
Water Supply Authority


Secretary

By: 

Its: Chairman

Date: 8/16/21

APPROVED AS TO FORM:

(SEAL)


General Counsel

GENERAL CONTRACT CONDITIONS

Non-Construction

1. Definitions

The following definitions are applicable to this CONTRACT:

- (a) "Day" means calendar days, unless otherwise stated.
- (b) "Assignment" means and includes Orders placed for the supply and delivery of Goods, and Tasks for the performance of Services.

2. Priority

In resolving inconsistencies among two or more sections of the CONTRACT, the CONTRACTOR shall be obliged to comply with the more costly or stringent requirement as determined by TAMPA BAY WATER in its sole discretion.

Inconsistencies shall otherwise be determined by order with the first listed controlling the following in the event of a conflict:

- (a) CONTRACT
- (b) SPECIFICATIONS
- (c) SUPPLEMENTARY CONDITIONS
- (d) GENERAL CONTRACT CONDITIONS
- (e) EXHIBITS

3. Change Orders

- (a) TAMPA BAY WATER may at anytime, by written order, and without notice to the sureties, if any, make changes within the general scope of the CONTRACT in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the CONTRACT, or the time required for performance of any part of the good and/or services under the CONTRACT, whether or not changed by the order, or otherwise affects the conditions of the CONTRACT, TAMPA BAY WATER shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the CONTRACT accordingly.
- (c) The CONTRACTOR must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if TAMPA BAY WATER decides that the facts justify it, TAMPA BAY WATER may receive and act upon a proposal submitted before final payment of the CONTRACT.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the CONTRACT as changed.
- (e) No services for which an additional cost or fee will be charged by the CONTRACTOR shall be furnished without the prior written consent of TAMPA BAY WATER.

4. Disputes

- (a) All disputes arising under or relating to the CONTRACT, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall

be resolved under this clause.

- (b) All claims by the CONTRACTOR shall be made in writing and submitted to TAMPA BAY WATER. A claim by TAMPA BAY WATER against the CONTRACTOR shall be subject to a written decision by TAMPA BAY WATER.
- (c) TAMPA BAY WATER shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the CONTRACTOR, within 30 days after receipt of TAMPA BAY WATER's decision, shall notify TAMPA BAY WATER in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the CONTRACTOR has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against TAMPA BAY WATER not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the CONTRACTOR has had a reasonable time to respond to a written request by TAMPA BAY WATER that it submit a final voucher and release, whichever is earlier, then TAMPA BAY WATER's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The CONTRACTOR shall proceed diligently with performance of the CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under the CONTRACT, and comply with any decision of TAMPA BAY WATER.

5. Termination for Convenience and Default

- (a) TAMPA BAY WATER may terminate the CONTRACT in whole, or from time to time in part, for TAMPA BAY WATER's convenience (without cause) or the failure of the CONTRACTOR to fulfill the CONTRACT obligations (default). TAMPA BAY WATER shall terminate by delivering to the CONTRACTOR a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to TAMPA BAY WATER all information, reports, papers, and other materials accumulated or generated in performing the CONTRACT, whether completed or in process.
- (b) If the termination is for the convenience (without cause) of TAMPA BAY WATER, TAMPA BAY WATER shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the CONTRACT (default), TAMPA BAY WATER may (i) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by TAMPA BAY WATER, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause; (ii) take over the good and/or services under the CONTRACT and prosecute the same to completion by contract or otherwise, and the CONTRACTOR shall be liable for any additional cost incurred by TAMPA BAY WATER; and (iii) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owed TAMPA BAY WATER by the CONTRACTOR.
- (d) If, after termination for failure to fulfill the CONTRACT obligations (default), it is determined that the CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of TAMPA BAY WATER, and the

- (c) CONTRACTOR shall be entitled to payment as described in paragraph (b) above.
Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

6. **Assignment of Contract**

The CONTRACTOR shall not assign or transfer any interest in the CONTRACT; except that claims for monies due or to become due from TAMPA BAY WATER under the CONTRACT may be assigned to a bank, trust company, or other financial institution. If the CONTRACTOR is a partnership, the CONTRACT shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by TAMPA BAY WATER.

7. **Certificate and Release**

Prior to final payment under the CONTRACT, or prior to settlement upon termination of the CONTRACT, and as a condition precedent thereto, the CONTRACTOR shall execute and deliver to TAMPA BAY WATER a certificate and release, in a form acceptable to TAMPA BAY WATER, of all claims against TAMPA BAY WATER by the CONTRACTOR under and by virtue of the CONTRACT, other than such claims, if any, as may be specifically excepted by the CONTRACTOR in stated amounts set forth therein.

8. **Organizational Conflicts of Interest**

- (a) The CONTRACTOR warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of good and/or services under the CONTRACT and the CONTRACTOR's organizational, financial, contractual or other interests are such that:
- (i) Award of the CONTRACT may result in an unfair competitive advantage; or
 - (ii) The CONTRACTOR's objectivity in performing the good and/or services under the CONTRACT may be impaired.
- (b) The CONTRACTOR agrees that if after award it discovers an organizational conflict of interest with respect to the CONTRACT or any task/delivery order under the CONTRACT, the CONTRACTOR shall make an immediate and full disclosure in writing to TAMPA BAY WATER which shall include a description of the action which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. TAMPA BAY WATER may, however, terminate the CONTRACT or task/delivery order for the convenience of TAMPA BAY WATER if it would be in the best interest of TAMPA BAY WATER.
- (c) In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of the CONTRACT and intentionally did not disclose the conflict to TAMPA BAY WATER, TAMPA BAY WATER may terminate the CONTRACT for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the GOODS AND/OR SERVICES provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. **Inspection and Acceptance**

- (a) Unless otherwise provided by warranty conditions, TAMPA BAY WATER has the right to review, require correction, if necessary, and accept the GOODS AND/OR SERVICES produced by the CONTRACTOR. Such review(s) shall be carried out within 30 days so as to not impede the GOODS AND/OR SERVICES of the CONTRACTOR. Any product of GOODS AND/OR SERVICES shall be deemed accepted as submitted if TAMPA BAY WATER does not issue written comments and/or require corrections within 30 days from the date of receipt of such product from the CONTRACTOR.
 - (b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to TAMPA BAY WATER within 7 days of notification or a later date if extended by TAMPA BAY WATER.
 - (c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected GOODS AND/OR SERVICES remains unacceptable, TAMPA BAY WATER may terminate the CONTRACT (or the task order involved) or reduce the CONTRACT price or cost to reflect the reduced value of services received.
- 10. **Rights In Data (Ownership and Proprietary Interest).**
TAMPA BAY WATER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of the CONTRACT, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the CONTRACT.
- 11. **Dissemination or Disclosure of Information**
No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by TAMPA BAY WATER.
- 12. **Contractor's Status**
It is understood that the CONTRACTOR is an independent contractor and is not to be considered an employee of TAMPA BAY WATER, or assume any right, privilege or duties of an employee, and shall save harmless TAMPA BAY WATER and its employees from claims suits, actions and costs of every description resulting from the CONTRACTOR's activities on behalf of TAMPA BAY WATER in connection with the CONTRACT.
- 13. **Other Contractors**
TAMPA BAY WATER may undertake or award other contracts for additional work at or near the site(s) of the GOODS AND/OR SERVICES under the CONTRACT. The CONTRACTOR shall fully cooperate with the other contractors and with TAMPA BAY WATER and TAMPA BAY WATER's employees and shall carefully adapt scheduling and performing the GOODS AND/OR SERVICES under the CONTRACT to accommodate the additional work, heeding any direction that may be provided by TAMPA BAY WATER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor or TAMPA BAY WATER's employee.
- 14. **Liens**

The CONTRACTOR is prohibited from placing a lien on TAMPA BAY WATER's property. This prohibition shall apply to all subcontractors.

15. **Equal Opportunity**

- (a) At all times during the performance of the GOODS AND/OR SERVICES under the CONTRACT, the CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act of 1992. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The CONTRACTOR shall take affirmative action to ensure that employment applications are used and that employees are treated without regard to their race, color, religion, sex, national origin, age, handicap or marital status for employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth, the provisions of this non-discrimination clause.
- (b) The CONTRACTOR shall state in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

16. **Taxes and Charges**

The CONTRACTOR shall pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in the SUPPLEMENTAL GENERAL CONDITIONS.

17. **Responsibility of Contractor to Act in Emergency**

In case of an emergency which threatens loss or injury to persons or property, the CONTRACTOR shall take appropriate remedial action, without previous instructions from TAMPA BAY WATER, as the situation may warrant, and immediately provide notice to TAMPA BAY WATER of its action. Any claim for compensation by the CONTRACTOR, together with substantiating documentation in regard to expense caused by emergency acts, shall be submitted to TAMPA BAY WATER and the amount of compensation if any, shall be determined by mutual agreement.

18. **Cost Substantiation**

Any cost reasonably incurred by the CONTRACTOR which is directly chargeable in whole or in part to TAMPA BAY WATER under the CONTRACT shall be subject to the cost substantiation. Accordingly, the CONTRACTOR shall deliver to TAMPA BAY WATER a certificate signed by the CONTRACTOR's financial officer for the CONTRACT, setting forth the amount of such cost and the provisions of the CONTRACT under which such cost is properly chargeable to TAMPA BAY WATER, stating that such cost is a fair market price for the service or materials to be supplied and that such services and materials are reasonably required pursuant to the CONTRACT, and accompanied by copies of such

documentation as shall be necessary to reasonably demonstrate that the cost, as to which cost substantiation is required, has been paid or incurred. Such documentation shall include reasonably detailed information concerning: (i) all subcontracts; (ii) the amount and character of materials furnished, the persons from whom purchased, the amounts payable therefore and related delivery and transportation costs and any sales or personal property taxes, if any; (iii) a statement of the equipment used and any rental payable therefor; (iv) the CONTRACTOR employee and contractor hours, duties, wages, salaries, fees, benefits, assessments, taxes and premiums; and (v) any of the CONTRACTOR expenses that are chargeable to TAMPA BAY WATER pursuant to the CONTRACT. The CONTRACTOR's entitlement to reimbursement of costs shall be calculated in accordance with and subject to the limitations set forth in the CONTRACT.

CONTRACT # 2021-045

EXHIBIT A
TAMPA BAY WATER DOCUMENTS



Board of Directors

Dave Eggers
Ron Oakley
Harry Cohen
Rob Marlowe
Charlie Miranda
Kathleen Peters
Darden Rice
Mariella Smith
Kathryn Starkey

Interim General Manager
Charles H. Carden

General Counsel
Barrie S. Buenaventura
Conn E. Buenaventura, P.A.

ADDENDUM NUMBER ONE

TO

CONTRACT DOCUMENTS

FOR

**ON CALL GENERAL CIVIL & LARGE PIPELINE
CONTRACTOR SERVICES**

CONTRACT NO. 2021-044, 2021-045, 2021-046 & 2021-047

RE: REMINDERS & INQUIRIES

This addendum consists of four (4) 8-1/2 by 11-inch sheets.

The following changes, additions, and/or deletions are hereby made a part of the Invitation to Bid for Tampa Bay Water's On Call General Civil & Large Pipeline Contractor Services Contract No's.: 2021-044, 2021-045, 2021-046 & 2021-047 as fully and completely as if the same were fully set forth therein:

REMINDERS:

BID DUE DATE: 3:00 p.m. Eastern Daylight Time (EDT), on May 11, 2021

QUESTIONS:

Q1: What is the term of the contract?

A1: Tampa Bay Water intends to award up to four (4) contracts with a term of four (4) years. There will be no renewal options for the awarded contracts. Section 2.0 Term of the contract is hereby revised and reads as follows:

2.0 TERM

This CONTRACT shall commence on the date of execution and terminate on September 30, 2025. To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment. This CONTRACT may be terminated as provided in article 5.0. No Assignment shall be given after termination of this CONTRACT.

Contract No.: 2021-044 - 047
Addendum No.: One
Date: 04/30/21



Board of Directors

Dave Eggers

Ron Oakley

Harry Cohen

Rob Marlowe

Charlie Miranda

Kathleen Faters

Darden Rice

Mariella Smith

Kathryn Starkey

Interim General Manager

Charles H. Carden

General Counsel

Barrie S. Buenaventura

Conn & Buenaventura, P.A.

Q2: Are there any planned tasks for these contracts?

A2: No. Contractors will be assigned tasks on an As Needed/On Call basis under the awarded contracts.

Q3: Will payment be made by increments of 1 MG or fractional portions of 1 MG?

A3: The bid pricing is for 1MG. Actual in the field payment would be in fractions of 1MG.

Q4: Is it the intention that all pipelines disinfected no matter how small in diameter or how short in length will be paid under this bid item?

A4: Yes.

Q5: Is it the intention that all pipelines disinfected no matter how small in diameter or short in length will require a specialty subcontractor to perform the disinfection?

A5: No. The contractor can self-perform as long as all aspects of AWWA C-651-14 are met.

Q6: If this item is paid in fractional portions, is for all sizes and lengths of pipelines and will require a specialty subcontractor would you consider adding an item for mobilization of the specialty contractor?

A6: No. There is no need for a chlorination/disinfection specialty contractor, see questions five above. So, no specialty mobilization is needed.

Q7: Can you send a copy of the itemized bid tabs from the previous on call general civil & large pipeline contractor services?

A7: Please see Attachment 1 to this Addendum for the previous Bid Tabulation sheet. Any additional information regarding the previous solicitation for these services should be directed to the Tampa Bay Water Records Department at records@tampabaywater.org.

Q8: Will there be mobilization fees for emergency callout work?

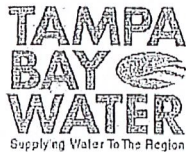
A8: Tampa Bay Water does not pay mobilization fees for emergency callout work other than the time and a half for off hours and 4-hour minimum for a callout. Tampa Bay Water has had no emergency callouts in the last three years.

END OF ADDENDUM NO. 1

Contract No.: 2021-044 - 017

Addendum No.: One

Date: 04/30/21



Board of Directors Karl Nurse, Sandra Murman, Dava Eggers, Pat Gerard, Ken Hagan, Jack Mariano,
 Rob Marlowe, Charlie Miranda, Ron Oakley
 General Manager Matthew W. Jordan
 General Counsel Barrie S. Buenaventura, Conn & Buenaventura, P.A.
 2575 Enterprise Road, Clearwater, FL 33763-1102
 Phone: 727.796.2355 / Fax: 727.791.2388
 www.tampabaywater.org

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BID OPENING TABULATION

BID TITLE:	ON-CALL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES Contract		
NUMBER:	2018-002; 2018-003; 2018-012 and 2018-013		
PROJECT MANAGER:	SOLOMON KANG		
BID OPENING DATE:	July 12, 2017 at 3:00 p.m.		
CIVIL CONTRACTOR - Part A	BASE BID	RANKING	
Kimmins	3,602.70	5	
Granger Maintenance & Construction	1,514.00	2	
Woodruff & Sons	3,560.00	4	
TRIAS Construction	4,346.50	6	
QRC, Inc	1,783.50	3	
Rawland	1,336.00	1	



Board of Directors: Karl Nurse, Sandra Murman, Dave Eggers, Pat Gerard, Ken Hagan, Jack Mariano,
 Rob Marlowe, Charlie Miranda, Ron Oakley
 General Manager: Matthew W. Jordan
 General Counsel: Barrie S. Buenaventura, Conn & Buenaventura, P.A.
 2575 Enterprise Road, Clearwater, FL 33763-1102
 Phone: 727.796.2355 / Fax: 727.791.2398
 www.tampabaywater.org

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BID OPENING TABULATION

BID TITLE:	ON-CALL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES Contract	
NUMBER:	2018-002; 2018-003; 2018-012 and 2018-013	
PROJECT MANAGER:	SOLOMON KANG	
BID OPENING DATE:	July 12, 2017 at 3:00 p.m.	
LARGE PIPELINE CONTRACTOR - Part B	BASE BID	RANKING
Kimmins	6,258.70	5- 4
Woodruff & Sons	4,525.00	4- 3
Trias Construction	1,372.50	1
Trias Construction Bid rejected and deemed incomplete		
QRC, Inc.	3,723.50	3- 2
Bowland	1,506.00	2- 1

**BID DATA PAGE
KEY DATES AND IMPORTANT INFORMATION**

BID TITLE: ON CALL GENERAL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES

BID NUMBER: 2021-044, 2021-045, 2021-046 & 2021-047

DESCRIPTION OF BID:

Tampa Bay Water is a Regional Water Supply Authority with buildings, pipelines, property, and water treatment facilities located in Pasco, Pinellas, and Hillsborough County, Florida. The intent and purpose of this Invitation to Bid (ITB) is to provide On Call Contractor Services for Large Pipeline Contractor (12 to 84-inch Diameter Potable Water Mains) and General Civil Contractor Services as described in this ITB.

BID SUBMITTAL DEADLINE: May 11, 2021, at 3:00 p.m. (EDT)

BID SUBMITTAL LOCATION: Bidder is directed to deliver its sealed Bid to the following address *no later than* the above-referenced Bid Submittal Deadline:

Tampa Bay Water
Records Department – Attention: Purchasing
2575 Enterprise Road
Clearwater, FL 33763

All Bids should be labeled with the Bidder's name and marked:

“SEALED BID FOR ON CALL GENERAL CIVIL & LARGE PIPELINE CONTRACTOR
SERVICES #'s 2021-044, 2021-045, 2021-046 & 2021-047”.

OPENING OF BIDS: Bids will be publicly opened at the above address on the date of the Bid Submittal Deadline at 3:00 p.m. (EDT)

PRE-BID CONFERENCE: April 21, 2021, 10:00 a.m. (EDT). This meeting will be held virtually through GoTo Meeting. Please see Part I, Section 11 for attendance information.

BID BOND/SECURITY REQUIRED: No: _____ Yes: X

The Bond/security shall be in the amount of Amount \$5,000.00. Bidder is hereby directed to Part II General Conditions, Section 10 Bid Bond portion of this ITB for more information regarding the required Bond/security.

FOR ADDITIONAL INFORMATION CONTACT:

Name of Purchasing Representative: Stacy Gundry

Title: Purchasing Specialist II

Telephone: 727-669-4825

E-Mail: sgundry@tampabaywater.org and purchasing@tampabaywater.org

PART I - GENERAL INFORMATION AND INSTRUCTIONS

1. BACKGROUND

Tampa Bay Water, A Regional Water Supply Authority, is requesting sealed Bids for On Call General Civil & Large Pipeline Contractor Services.

Tampa Bay Water is Florida's largest provider of wholesale drinking water. Our mission is to reliably provide clean, safe water to the Tampa Bay region now and for future generations. We are a regional agency created by an inter-local agreement among our member governments through state enabling legislation. We have a nine-member Board of Directors made up of representatives from the three counties and three cities we serve: Hillsborough County, Pasco County, Pinellas County, New Port Richey, St. Petersburg and Tampa.

Respondents can familiarize themselves with our agency at www.tampabaywater.org. Tampa Bay Water was recreated in 1998 as the out-growth of a two-year negotiation process that changed the name, structure and operations of the West Coast Regional Water Supply Authority. Our predecessor, the West Coast Regional Water Supply Authority, was created in 1974. Tampa Bay Water is now a multi-source provider of drinking water including groundwater, surface water, and desalinated seawater. Tampa Bay Water is a non-profit governmental agency funded through wholesale water rates by its member governments. Our member governments serve more than 2.5 million residents in the Tampa Bay area.

2. BID OVERVIEW AND BACKGROUND

Tampa Bay Water is a Regional Water Supply Authority with buildings, pipelines, property, and water treatment facilities located in Pasco, Pinellas, and Hillsborough County, Florida. The intent and purpose of this Invitation to Bid (ITB) is to provide On Call Contractor Services for Large Pipeline Contractor (12 to 84-inch Diameter Potable Water Mains) and General Civil Contractor Services as described in this ITB.

The Large Pipeline Contractor scope includes but is not limited to installation, repair, servicing, and providing underground water distribution lines and related pipeline appurtenances, including provision for installation of pilot plants or temporary small water treatment facilities.

The General Civil Contractor scope includes installation, repair and replacement of stormwater pipes, culverts, driveways, sidewalks, paving, sod, and other as-needed civil contracting work at plants and facilities owned by Tampa Bay Water.

3. BID PRICE FORM

Quotations for services are to be provided on the Bid Price Form included herein and shall be completed in ink or typewritten. Bidder must fill in all blank spaces on the Bid Price Form included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the Bid response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this Bid. No submission by the Bidder, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions. It is understood and agreed that the instructions and the general and special

conditions in this Bid solicitation are the only conditions applicable to this Bid and Bidder's authorized signature affixed to the Bid response constitutes acknowledgment of this fact.

Any Bid may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.

4. ADDITIONAL INFORMATION REQUIREMENTS

Prior to a recommendation for award, Tampa Bay Water will require the apparent low Bidder to demonstrate qualifications to furnish the specified goods and/or services under the Contract. Bidders must be prepared to submit written information requested by Tampa Bay Water within five (5) business days of a request. Tampa Bay Water may review Bidder's prior experience, references and previous contracts for similar goods and/or services. In addition, Tampa Bay Water may request the Bidder's: three (3) most recent audited financial statements; unaudited financial statements if audited statements are not available; Balance Sheets; Income Statements; Statements of Cash Flows; or other documents approved by Tampa Bay Water which establish the financial health of the Bidder. As an alternative method of providing financial assurance of the Bidder's ability to perform, Tampa Bay Water may consider a letter of credit issued by an acceptable surety in an amount sufficient to secure the Bidder's completion of the work.

5. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Price Form, all requested attachments, and the bid security (if applicable) shall be included in the submittal package containing the Bid. The following documents, together, comprise a Bid.

- ◊ Addenda Acknowledgement Form
- ◊ Bid Price Form
- ◊ Signature Form
- ◊ Non-Collusion Affidavit Form
- ◊ E-Verify Affidavit Form
- ◊ Bid Bond or Cashier's Check
- ◊ Bidder's Reference List

6. SALES AND USE TAXES

Tampa Bay Water is exempt from State sales tax on equipment or materials purchased directly from the Bidder. Such taxes should not be included in the quoted prices.

7. COMPLETE PRICING

All prices quoted must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to Tampa Bay Water. It is understood and agreed that all items offered or shipped as a result of this Bid shall be new, current, standard model available at the time of the Bid. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing.

8. MULTIPLE BIDS PROHIBITED

Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to Tampa Bay Water that any Bidder has an interest

in more than one Bid for the goods and/or services under the Contract, all Bids in which such Bidder has an interest shall be rejected.

9. AUTHORIZED SIGNATURE

The Bidder shall sign its Bid in the appropriate blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the Bid.

Failure to provide evidence of authority may cause the Bid to be regarded as not properly authorized and may subject it to rejection (disqualification).

10. SUBMITTAL DATE AND PACKAGE REQUIREMENTS

Scaled Bids for goods and/or services under the Contract must be received in Tampa Bay Water's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than 3:00 p.m. (EDT), May 11, 2021. A signed original, one digital copy on a CD or flash drive and one (1) copy of the Bid response must be received on or before this deadline. Responses will be retained as property of Tampa Bay Water. As such, all responses are public record, subject to public review. The Bid response marked "original" must contain a manual signature of the authorized representative of the Bidder; all others may be photocopies.

Scaled Bids must be submitted in accordance with the deadline and clearly marked "Scaled Bid" and addressed as follows:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention: Records Department

TAMPA BAY WATER CONTRACT #'s 2021-044, 2021-045, 2021-046 & 2021-047

Tampa Bay Water continues to monitor the information and recommendations regarding COVID-19 as the health and safety of Tampa Bay Water's guests and staff members are a top priority. With the current COVID-19 progression, Tampa Bay Water has activated the Agency's Water Emergency Incident Command Systems (WEICS) and is working with the state and county command centers to be sure we are doing our best to keep everyone safe and healthy. As part of this implementation the following changes apply to this ITB.

Respondents will have the option to submit their Bid electronically to Tampa Bay Water's Citrix Sharefile. For those Respondents opting to submit Bids electronically to Tampa Bay Water, please upload your document using the following link.

File Link: <https://tampabaywater.sharefile.com/r-r8a7845784a3e405786e517aa6e8352c6>

Please be sure to include the name of submitting firm, submittal and contract 2021-044, 2021-045, 2021-046 & 2021-047 in the title. File Name Example: Company Submittal 2021-044, 2021-045, 2021-046 & 2021-047. File submittal must be received by Tampa Bay Water no later than 3:00 p.m. (EDT) on May 11, 2021.

Bid submittal deliveries or drop-offs will also be accepted at Tampa Bay Water's administrative office located at 2575 Enterprise Road, Clearwater, FL 33763 as outlined in the ITB requirements.

If Respondents choose to submit Bids electronically, Tampa Bay Water is not responsible for any technical problems in the electronic transmission and/or delay in receipt due to technical problems. Such electronic transmittal errors will not alter or effect the deadline date and time for receipt of Bids.

11. PRE-BID CONFERENCE AND INQUIRIES

A Pre-Bid Conference will be held on April 21, 2021 at 10:00 a.m. (EDT). Attendance at the Pre-Bid Conference is not mandatory but highly encouraged and all prospective Bidders are strongly encouraged to attend. To attend this conference please use the following instructions:

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/247823317>

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Access Code: 247-823-317

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 247 823 317

Or dial directly: 247823317@67.217.95.2 or 67.217.95.2##247823317

Any questions concerning this Bid solicitation process, required submittals, evaluation criteria, Bid Price Form, selection process or any other matter regarding this procurement should be directed to Stacy Gundry at Tampa Bay Water, 727-669-4825, or sgundry@tampabaywater.org.

All questions received prior to the Pre-Bid Conference will be discussed at the Pre-Bid Conference. Anyone requiring reasonable accommodations for this conference should contact Tampa Bay Water's Human Resources Department at 727/796-2355 at least three working days prior to this conference. If additional questions arise after the pre-bid conference, the Bidder must submit a written inquiry to request information or clarifications. Tampa Bay Water will accept additional written inquiries at the email address above until the close of business on April 26, 2021. If additional information is provided, it will be provided to all Bidders via a written addendum. All addenda will be published via Tampa Bay Water's online provider, DemandStar and accessible via link on Tampa Bay Water's website.

12. DESIGNATED CONTACT

Tampa Bay Water is committed to a fair, open process for interested parties to receive information about the Bid and/or award of the Contract. All questions concerning this Bid and/or the procurement process must be directed in writing to the Tampa Bay Water Purchasing Representative as designated below or via the general purchasing email address below.

Stacy Gundry, CPSM, CPPB, CPCP
Purchasing Specialist II
Tampa Bay Water
2575 Enterprise Road
Clearwater, FL 33763

sgundry@tampabaywater.org
purchasing@tampabaywater.org

All inquiries or requests for clarification must be submitted in writing and are subject to distribution to all Bidders. Any contact with Tampa Bay Water staff, Board members, Tampa Bay Water Advisors (other than listed above), and other key Project stakeholders by a Bidder concerning any matter relating to this procurement is prohibited and is grounds for disqualification of the Bidder.

13. ADDENDA

Tampa Bay Water reserves the right to revise or amend this ITB. Such revisions and amendments, if any, shall be announced by Addenda to this ITB and posted via Tampa Bay Water's online provider, DemandStar and available via link on Tampa Bay Water's website. The Bid opening shall be at least five (5) working days after the last Addenda.

14. ACCEPTANCE AND RIGHT OF REJECTION

Bidder understands that Bids are to remain open for an acceptance period of ninety (90) days after the bid opening date for evaluation purposes. Tampa Bay Water reserves the right to reject all bids.

15. WAIVER OF MINOR IRREGULARITIES OR ERRORS

Tampa Bay Water reserves the right to either (1) waive any minor irregularities or clerical errors which are not material to the ITB or which do not prejudice other Bidders; or (2) to reject any and all Bids submitted as non-responsive. Conditional Bids or those which take exception to any provision of the ITB may be considered non-responsive and may be rejected.

16. AWARD

Tampa Bay Water will award up to four (4) contracts included herein to the lowest responsive, responsible Bidders deemed most qualified to provide the specified goods and/or services under the Contract included herein. The successful bidders must be registered to do business in the State of Florida. Information regarding registration can be found at the Florida Department of State, Division of Corporations website at <http://dos.myflorida.com/sunbiz>.

Notification of Tampa Bay Water's award resulting from this solicitation will be posted through Tampa Bay Water's on-line provider, DemandStar and accessible via link on Tampa Bay Water's website.

PART II GENERAL CONDITIONS:

BIDDER'S ACKNOWLEDGEMENTS1. EXPENSES

Tampa Bay Water accepts no responsibility for any expenses incurred in the Bidders' preparation of the Bids; such expenses are to be borne exclusively by the Bidders. All costs and expenses incurred by a Bidder, or any person working on behalf of a Bidder, in connection with the ITB, including the preparation and submission of a Bid, providing additional information, attendance at meetings, and any other actions taken by a Bidder in response to the ITB shall be the sole responsibility of the Bidder. Tampa Bay Water and its agents, officers and directors shall have no responsibility or liability for any costs, damages or expenses incurred by Bidder, team members or any other person as a result of this ITB.

2. INTERPRETATION

By submitting a Bid, Bidders acknowledge that Tampa Bay Water is the interpreter of these Goods And/Or Services Contract Documents.

3. PUBLIC RECORDS

3.1. Each Bidder, by submitting a Bid, acknowledges the agency's legal obligation in accordance with Chapter 119 of the Florida Statutes, to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the Bidder establishes its right to a public records exception. It is the responsibility of the Bidder alone to establish its right to any such exception. Under no circumstances will Tampa Bay Water be responsible or liable to a Bidder or any other party as a result of disclosing any such information or materials.

3.2. Each Bidder may clearly mark each page of the Bid that contains trade secrets or other confidential commercial or financial information which the Bidder believes should not be disclosed outside of the agency. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. Bidders are informed that Tampa Bay Water is subject to the Florida Public Records and Sunshine Laws.

3.3. Each Bidder, by submitting a bid acknowledges and agrees that if awarded a contract as a result of this Bid the following conditions will be made a part of the contract.

- a. Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
- b. Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Contractor shall 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 Agency.
- d. Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor or keep and maintain public

records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the 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 Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

- 3.4. Each BIDDER, by submitting a bid further understands that if awarded a contract, the following instructions will apply throughout the life of the contract.

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 AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.

4. CONTRACT FORM AND ACCEPTANCE

The Bidder has familiarized itself with the nature and extent of the Contract Forms included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the goods and/or services under the Contract included herein. Bidder accepts the terms and conditions of the Contract. The Bidder proposes and agrees that if this Bid is accepted it shall enter into a contract with Tampa Bay Water in the form included herein as the Contract and perform and furnish all goods and/or services under the Contract for the Contract price, within the Contract time, and in accordance with the other terms and conditions of the Contract included herein.

5. CONTRACT EXECUTION, INSURANCE FORMS, AND BONDS

The Successful Bidder agrees that, upon receipt of the Notice Of Award, it shall execute and deliver to Tampa Bay Water two (2) copies of the Contract and the required Certificates Of Insurance which are included herein, within 15 business days of receipt of the Notice Of Award. No work can begin, or goods delivered prior to Tampa Bay Water's receipt and approval of the insurance.

6. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the Bid prices submitted in accordance with said Bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. Tampa Bay Water shall not be liable for the obligations of any other agency which uses this contract under this provision.

7. CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES LIST

- 7.1. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, Bidder acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 7.2. Pursuant to Subsection 287.134(2)(a), Florida Statutes, Bidder acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 7.3. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or the Scrutinized Companies that Boycott Israel List or a company that engages in a boycott of Israel, is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a Bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.
- 7.4. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of \$1 million or more if the awarded company is found to have submitted a false certification as provided under Section 287.235 (5), been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria
- 7.5. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of any amount if the awarded company is found to have or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

8. NOTIFICATION OF RIGHT TO PROTEST

Notification of Tampa Bay Water's decision regarding this solicitation will be posted on DemandStar on-line service and accessible via the link on Tampa Bay Water's website.

9. FAILURE TO FILE A PROTEST

Failure to file a protest within the time prescribed in section 120.57(3), Florida statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. This includes, but is not limited to, any objection to or protest of this Invitation to Bid, Notice of Award, the form and content of the Bids, and/or the actions of Tampa Bay Water.

10. BID BOND

Sealed Bids must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or the Florida Bid Bond included herein must be issued by a surety authorized to issue such bonds in the State of Florida, in the amount of \$5,000.00. The Florida Bid Bond included herein shall be given as a guarantee that the Bidder will not withdraw its Bid for a period of ninety (90) days after the opening of Bids.

11. STATEMENT OF NON-COLLUSION

The undersigned, hereinafter called the Bidder, declares that the only person(s) or party(s) interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Tampa Bay Water and that the Bid is made without any connection or collusion with any person submitting another Bid on the Contract included herein.

12. EMPLOYEE VERIFICATION

In accordance with Section 448.095 Florida Statutes, the Awardee/Contractor/Consultant agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract. The Awardee/Contractor/Consultant must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term.

If the Awardee/Contractor/Consultant enters into a contract with a subcontractor, the subcontractor must provide the Awardee/Contractor/Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee/Contractor/Consultant shall maintain a copy of such affidavit for the duration of the award/contract.

If Tampa Bay Water has a good faith belief that the Awardee/Contractor/Consultant has knowingly violated Section 448.09(1), Florida Statutes, Tampa Bay Water shall terminate the Contract with the Awardee/Contractor/Consultant, and the Contractor may not be awarded a contract with Tampa Bay Water for at least 1 year after the date on which the award/contract was terminated. The Awardee/Contractor/Consultant is liable for any additional costs incurred by Tampa Bay Water as a result of the termination of the award/contract.

If Tampa Bay Water has a good faith belief that a subcontractor knowingly violated the law, but the Awardee/Contractor/Consultant has otherwise complied with the law, Tampa Bay Water shall promptly notify the Awardee/Contractor/Consultant and order the Awardee/Contractor/Consultant to immediately terminate the award/contract with the subcontractor.

13. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Price Form are based on historical usage and Tampa Bay Water's anticipated needs at the time of the solicitation. However, since changes can occur, they should be considered approximate and are intended for the solicitation of bids. Payment to the Successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating bid prices.

14. F.O.B. DESTINATION – FREIGHT PRE-PAID

Successful bidder shall pay all shipping and/or freight charges. The Successful Bidder shall file all claims and bear responsibility for the products from the point of origin all the way to Tampa Bay Water's specified delivery location(s). Bid prices shall be inclusive of all shipping and freight charges, prepaid, and unloaded to location(s) specified in the bid documents. Actual delivery addresses are in the Technical Specifications section or shall be identified at time of order.

15. SIMILAR SERVICES

The Bidder acknowledges and agrees that the separate prices on the Bid Price Form, where they are applicable and deemed acceptable by Tampa Bay Water, will be used by Tampa Bay Water and the Bidder, if awarded the Contract included herein, whenever similar service is added to the Contract.

16. FORCE MAJEURE

The Successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner, by acts of God, declared disaster, fire, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The Successful Bidder shall provide Owner satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

17. NEW PRODUCT(S)

The Successful Bidder shall guarantee that the product(s) provided under this contract shall be new and shall be of first quality as to the raw materials and methods of manufacture used for said product(s). If circumstance arise causing the Successful Bidder to offer reconditioned, used or refurbished product, the Successful Bidder must first obtain permission in writing from Tampa Bay Water and shall resume providing new products at the earliest possible time.

18. VENDOR'S STOCK

The Successful Bidder shall agree to hold or maintain access to adequate stock of any item awarded in this Bid. The lead time(s) for such stock shall not exceed the lead time or maximum delivery time period(s) as specified in this bid. Should product not be available, Tampa Bay Water reserves the right to procure product from another source and charge any additional costs for such procurement including expedited shipping to the Successful Bidder.

19. WARRANTY

The Successful Bidder shall guarantee that all product supplied shall meet specifications upon delivery and be free from defects in material, composition or performance for a period of one-

year after acceptance by Tampa Bay Water, or the manufacturer's standard warranty period, whichever is greater. Acceptance shall be defined as 30 days after delivery. Successful Bidder shall bear all costs to replace goods, their spare parts or components in full and/or repair defects within this timeframe, including transportation of goods to and from a designated repair facility and shipping costs of replacement parts.

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PART III ADDITIONAL CONDITIONS

1. OWNER'S RIGHTS

Tampa Bay Water reserves the right to reject any and all Bids, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful Bidder, and reserves the right to disregard all nonconforming, non-responsive or conditional Bids and to re-solicit Bids, as maybe deemed to be in the best interests of Tampa Bay Water. Tampa Bay Water further reserves the right to delete line items from consideration. The decision made by Tampa Bay Water in selection of the successful Bidder and award of the Contract included herein will be final. Tampa Bay Water reserves the right, in its sole and absolute discretion, to:

- a. Amend, suspend, or terminate this ITB;
- b. Revise and modify, at any time prior to the Bid due date, factors it will consider in evaluating Bids and to otherwise revise its evaluation methodology;
- c. Extend dates, time periods or deadlines in this ITB;
- d. Reject any and all Bids in whole or in part which are non-conforming, non-responsive, or conditional Bids;
- e. Waive minor deficiencies, informalities, irregularities or defects in a Bid;
- f. Suspend and/or terminate this procurement process at any time;
- g. Reissue the same ITB or a different ITB for this project;
- h. Hold meetings and conduct discussions and issue correspondence with one or more of the Bidders to seek an improved understanding and evaluation of the Bids;
- i. Use assistance of outside advisors (e.g., technical, financial, procurement and legal advisors) in the evaluation process;
- j. Accept Bids that in its judgment will be in the best interest of Tampa Bay Water;
- k. Suspend, discontinue and/or terminate Contract negotiations with any Bidder at any time prior to the actual authorized execution of such Contract by all parties; and/or
- l. Exercise all rights available to it under this ITB and other provisions of applicable Florida law pertaining to this ITB without incurring any liability for costs, expenses or damages of any nature whatsoever suffered or incurred by any Bidder, team member or any other person.

2. DISQUALIFICATION

Without limiting the foregoing, Tampa Bay Water may disqualify and reject any Bidder (including its sub-consultants, affiliates, partners and parent organizations) that:

- a. Fails to include information in its Bid required by this ITB;
- b. Engages in conduct prohibited by this ITB;
- c. Fails to obtain the agency's consent for any action when required by this ITB;
- d. Is involved in pending litigation concerning Tampa Bay Water or its Member Governments;
- e. Submits false or misleading information in its Bid;
- f. Has a conflict of interest;
- g. Fails to disclose any information which, if disclosed, would materially adversely affect Tampa Bay Water's evaluation of the Bid; or
- h. Otherwise fails to comply with or breaches any material requirement of this ITB.

3. NON-BINDING

The issuance of this ITB does not bind or obligate Tampa Bay Water to enter into a Contract with any person or legal entity, nor does the ITB constitute an offer to enter into a Contract

with any person or entity. Tampa Bay Water and its agents and representatives are not liable for any delays, interruptions, failure or irregularities in sending or receipt of any communications or submissions, or for the loss, misdirection or corruption of any such communication by Bidder with the agency. Bidder is solely responsible for meeting all deadlines and submission requirements of this T13.

4. INITIAL TERM

The initial term of this contract shall be from date of award through September 30, 2025.

5. SUPPLEMENTAL CONTRACT EXTENSION PERIOD

Tampa Bay Water has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to ninety (90) days period, at the same terms and conditions. Notice of Tampa Bay Water's intent to extend shall be provided in writing to the Awardee thirty (30) days prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

6. PRICE ESCALATION/DE-ESCALATION

Tampa Bay Water will allow a price escalation/de-escalation provision within this award. The original bid prices shall be firm for a minimum period of 12 months from the date of the contract execution. A price escalation/de-escalation will be allowed only once per calendar year. The Successful Bidder must notify Tampa Bay Water, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. In the case of a price escalation/de-escalation, said notification shall include, the amount of the price escalation, and suitable proof such as documentation of the manufacturer's price increase (or insert the appropriate index reference CPI, PPI, etc). Increases will apply only to products and/or services affected by an increase in a raw material, ingredient, labor, or another significant like cost factor. The proof must substantiate the increase and be approved by the Purchasing Manager. The price increase shall not change the Awardee's profit margin. Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.

The Successful Bidder agrees to monitor market indicators and ensure that if market prices have decreased for like factors above, affecting supply and demand; that a price decrease is offered to Tampa Bay Water for the same period. Successful Bidder further agrees to provide a market evaluation to Tampa Bay Water once per calendar year as market conditions may dictate, but no later than 60 calendar days prior to each period expiration) to provide justification for a request for either an Escalation or a De-Escalation.

7. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated for expenditures under this award, Tampa Bay Water will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to Tampa Bay Water on the last day of the fiscal year in which sufficient funds have been appropriated.

PART IV – BID FORMS

[SEE EXHIBIT B FOR BIDDER'S RESPONSE FORMS]

CONTRACT # 2021-045

PART V – TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. GENERAL

Tampa Bay Water is a Regional Water Supply Authority with buildings, pipelines, property, and water treatment facilities located in Pasco, Pinellas, and Hillsborough County, Florida. The intent of this specification document is to provide On Call Contractor Services for Large Pipeline Contractor (12 to 84-inch Diameter Potable Water Mains) and General Civil Contractor Services at Tampa Bay Water's facilities.

2. PURPOSE

The Large Pipeline Contractor scope includes but is not limited to installation, repair, servicing, and providing underground water distribution lines and related pipeline appurtenances, including provision for installation of pilot plants or temporary small water treatment facilities.

The General Civil Contractor scope includes installation, repair and replacement of stormwater pipes, culverts, driveways, sidewalks, paving, sod, and other as-needed civil contracting work at plants and facilities owned by Tampa Bay Water.

The Large Pipeline Contractor may be called upon to perform work listed in the Civil contractor scope, depending upon the needs of the agency. However, the Civil Contractor will not be called upon to perform Large Pipeline work.

3. PERSONNEL AND CONTACTS

- 3.1. Key personnel contact numbers for Emergency Response shall be provided to Tampa Bay Water in document form within 15 days of contract execution with preferred points of contact identified and prioritized for Tampa Bay Water's use. Contractor shall provide Tampa Bay Water a list of proposed sub-contractors Contractor proposes for pre-approval by Tampa Bay Water within 15 days of contract execution.
- 3.2. As mutually agreeable between Contractor and Tampa Bay Water, the Contractor is only to use the necessary personnel that are trained and certified to work on the infrastructure listed in the scope of the emergency response, project, task or assignment to assure competent work in a safe environment. Only these personnel are to respond and correct the cause of an emergency call-out or complete a project, task, or assignment.
- 3.3. Labor, equipment, and parts for all services within the scope and provisions of this agreement shall be billed at the rates listed in the Bid Price Form where applicable, or a cost reimbursement basis as defined in these specifications.
- 3.4. Tampa Bay Water staff shall contact the following designated representative and telephone number to coordinate all emergency and non-emergency services.

Name: _____

Title: _____

Phone Number: _____

4. BACKGROUND AND IDENTIFICATION

- 4.1. The contractor shall not assign any employee to work, related to this contract that has a criminal background.

- 4.2. The contractor must ensure that any employee assigned to work at any of the Tampa Bay Water locations that are near or adjacent to a school or other location where children congregate, comply with the requirements noted within the Jessica Lunsford Act.
- 4.3. The contractor shall provide information required by the Florida Department of Law Enforcement for "Request for Background Check" at least fourteen (14) days prior to start of work. The required information for each person working at the site is as follows:

Company Name
 Name: (Name on Birth Certificate)
 Government Issued Identification
 Must have company issued ID card at all times.

5. SCHEDULED SERVICE COORDINATION

For Routine services and projects such as scheduled work requests, road repair, equipment installation, corrective repairs, and other work required to improve or maintain the system, Tampa Bay Water will contact the Contractor to prepare an estimate, schedule a crew, and address the request. Contractor shall respond via phone within two hours and be on location, if needed, no later than seventy-two (72) hours from the time of a routine call for service. Contractor acknowledges that multiple routing and emergency call outs could occur in all areas of the Tampa Bay Water region to include Hillsborough County, Pasco County and Pinellas County locations, potentially occurring at the same time, on the same day.

6. EMERGENCY RESPONSE PROCEDURES

In case of an emergency condition such as a large pipe rupture or road washout, Contractor will respond to trouble calls and provide on-demand emergency response assistance to Tampa Bay Water. They will be required to have crews on location in accordance with these specifications as follows:

Normal Business Hours Emergency Response

- 6.1. During normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m., Contractor will respond to telephone calls as initiated by Tampa Bay Water within thirty (30) minutes and have crews on location, if needed, no later than two (2) hours from notification of an emergency call-out.
- 6.2. Contractor may utilize Contractor's crews or pre-approved sub-contractor crews to perform system repairs. Tampa Bay Water requires the Contractor to respond per the specifications, to the first emergency call out. If additional callouts occur while the first call-out work is being performed, Tampa Bay Water will either go to another On Call Contractor on the list, or agree with the already-engaged Contractor on an acceptable response time for the sequential call-out. However, nothing in this section shall relieve the On Call Contractor from using all reasonable efforts in responding to a sequential emergency call-out(s).

Off Hours Emergency Response

- 6.3. During off hours (Monday through Friday from 5:00 p.m. to 8:00 a.m. or all day on Saturday, Sunday, and Holidays) Contractor will respond to telephone calls as initiated by Tampa Bay Water within thirty (30) minutes and have crews on location, if needed, no later than two (2) hours from notification of an emergency call-out.
- 6.4. Contractor may utilize Contractor's crews or pre-approved sub-contractor crews to perform system repairs. Tampa Bay Water requires the Contractor to respond per the

specifications, to the first emergency call out. If additional callouts occur while the first call-out work is being performed, Tampa Bay Water will either go to another On Call Contractor on the list, or agree with the already-engaged Contractor on an acceptable response time for the sequential call-out. However, nothing in this section shall relieve the On Call Contractor from using all reasonable efforts in responding to a sequential emergency call-out(s).

- 6.5. Work performed during the off-hour periods will be compensated at a rate of one and one-half (1.5) the Hourly Base Rates as adjusted by contract. Compensation for trouble calls outside of normal working hours shall be a minimum of four hours per call out.

7. MAJOR EVENT EMERGENCY RESPONSE

Tampa Bay Water requires prompt Emergency Response to maintain the integrity of public water supply system, ensure the consistent delivery of potable water, and maintain public health and safety at all times. Restoration of pipeline integrity is critical to system reliability and may require additional communication and coordination during interruptions affecting large portions of a service area. When requesting service during Major Events (or interruptions) in service such as major storms, damage from digging activities, sinkholes, or traffic accidents, the following procedures will be followed:

- 7.1. Contractor will coordinate response to calls by Tampa Bay Water using the following criteria during major outage situations. The Contractor will determine when Contractor's personnel can be available to address Tampa Bay Water's requests for repairs. This schedule will be communicated to Tampa Bay Water in a timely manner. If the schedule for availability is acceptable to Tampa Bay Water, Contractor will start repair efforts per the agreed upon schedule.
- 7.2. Contractor may utilize Contractor's crews or pre-approved subcontractor crews to perform repairs or other as-needed work.
- 7.3. Items which do not require immediate attention, or that can be rendered safe and secure for the time being, will be placed on a follow-up list for scheduled repair service.

8. OTHER AS NEEDED SERVICES

Tampa Bay Water may request, and Contractor shall provide As-Needed services for special projects and work as needed to maintain or improve the integrity of the infrastructure at Tampa Bay Water facilities. All such projects shall be initiated and approved by Tampa Bay Water prior to commencement. Upon request, Contractor shall provide written estimates of work to be performed.

9. SAFETY

- 9.1. The contractor shall abide by all safety rules and publications issued by Tampa Bay Water, NFPA, OSHA and other regulatory agencies.
- 9.2. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- 9.3. Tampa Bay Water may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to Tampa Bay Water.

- 9.4. The contractor shall provide Tampa Bay Water with Safety Data Sheet (SDS) books for all chemicals used in the scope of this contract, including those used by subcontractors. The SDS books shall be kept up to date with new SDS sheets added as new materials are used within the scope of this contract.
- 9.5. The agency reserves the right to review and approve all materials and chemicals used on assignments.

10. PAYMENT

- 10.1. Tampa Bay Water will reimburse Contractor for its costs for labor, materials, replacement parts and Subcontract services at actual cost plus a fixed cost fee as outlined below for all As-Needed projects. All parts and equipment costs will be noted and reported to Tampa Bay Water through approved invoices.
- 10.2. Any item used on the work which is not covered on the Bid Price Form and for which the contractor seeks payment will be considered "cost reimbursement work". The term "cost reimbursement work" shall be for work performed and compensated on a time and expense basis, that is, on an accounting of the contractor's forces, materials, equipment, and other items of cost as required and used to do the work.
- 10.3. The contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment shall be made for the documented actual cost of the following:
 - 10.3.1. LABOR
For those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by Tampa Bay Water.
 - 10.3.2. Specific Sub Contractors to the Large Pipeline Contractor
The Large Pipeline Contractor shall include rates in their quote for the following two sub-contracted specialties:
 - 10.3.2.1. Welder – The hourly rate shall include a certified welder and a truck fully equipped with an engine driven welder, oxygen and acetylene cylinders and other accessories as would be necessary to weld or cut carbon steel pipelines on site.
 - 10.3.2.2. Disinfection - Water main disinfection to AWWA standards of 50 PPM chlorine residual shall be added at a cost per 1 Million Gallons of water introduced into the pipeline, then subsequently flushed from the pipeline and de-chlorinated for disposal. Assume no cost to purchase the water. Assume contractors cost to provide the chlorination chemical, whether Calcium or Sodium Hypochlorite. Assume contractor cost to provide the de-chlorination chemical.
 - 10.3.3. EQUIPMENT
Equipment is to include trucks, tractors, cranes, lifts, hand tools, and specialty tools, fuel, supplies, maintenance, renewals and depreciation when equipment is owned by Contractor or an approved sub-contractor. When equipment is rented, it will include rental, or equivalent rental cost of equipment, including specialty labor that may be required for transportation of items having a rental value in excess of \$100.00.

10.3.4. TOOLS

- 10.3.4.1. Contractor will not use Tampa Bay Water Tools or Equipment.
- 10.3.4.2. The item on the bid schedule for "job truck with tools" shall include all tools listed in Table 1 below.
- 10.3.4.3. The cutting torch, stick welder and accessories may be on a separate truck if necessary.
- 10.3.4.4. Tampa Bay Water will not pay hourly rates for any delays caused by Contractor for improper tools or equipment to perform the required work.

Table 1 - Contractor Job Truck Mandatory Tools			
	Tool	Minimum size	Quantity
1	Air compressor	20 CFM @ 90PSI	1
2	3/4 " drive ratchet and socket set		1
3	1 inch drive air impact wrench		1
4	1 inch drive sockets	1 1/2" to 3"	1 each
5	Slug wrenches	1 1/2" to 3"	1 each
6	End wrenches	7/16" to 1 1/2"	2 each
7	Porta band saw w spare blades	4" opening	1
8	Sawzall w spare blades		1
9	Nylon slings 5,000 and 10,000 pound rated (vertical)	2" 2 ply/4" 2 ply	2 each
10	Grade 80 Chain 10,000 pound rated	1/2" X 10 ft	2
11	Clevis or Shackles 5 ton rated	5/8" alloy	4
12	Porta power 10 ton		1
13	Shovels - round and square point		3 each
14	Cutting torch set *see note*		1
15	Gas or diesel stick welder and accessories *see note*		1
16	Small diaphragm pump and accessories	2" suction	1
17	Tap and die set	1/2" to 2" NPT	1
18	Drill and bits for steel or ductile	1/2" to 2" NPT size	1 set
19	Pry bar	5 foot	1
20	Come along	2 ton	2
21	Circular Saw and blades for cribbing/forms	7 1/2 inch	2
22	Generator 120/240 volt	3500 watt	1
23	Framing hammer and nails for forms		2
24	Screw gun and screws for forms and cribbing		1
25	Gas powered cutoff saw (K-12)	12 inch	1
26	Chain saw for cribbing and forms	14 inch bar	1
27	Sledge hammers	4# and 6#	1 each
28	Crew PPE to include Hard hat and gloves at minimum	as needed	per person

10.3.5. PARTS AND MATERIALS

- 10.3.5.1. Items - This includes parts, consumables, and whole items including for example, valves, spool pieces, culverts, air releases, or concrete. All items shall include applicable transport and delivery costs and taxes. Payment shall be based on in-place measurements and delivery tickets.

10.3.6. PERMITS

- 10.3.6.1. This includes all costs associated with the filing, pulling, inspections, and closing of any required work permits and notifications.
- 10.3.6.2. This excludes any design or engineering costs.

10.3.7. RENTALS

- 10.3.7.1. Rental cost shall be allowed for only those days or hours during which the equipment is in actual use.
- 10.3.7.2. Rental and transportation costs shall not exceed the current rental rates prevailing in the locality.
- 10.3.7.3. The rentals allowed for equipment shall, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further costs shall be allowed for those items, unless specific agreement to that effect is made.

10.3.8. To the cost reimbursement work, there shall be added the following for the contractor or subcontractor actually performing the work.

- 10.3.8.1. A fixed fee of fifteen percent (15%) of the cost of item 10.3.1. LABOR above.
- 10.3.8.2. A fixed fee of ten percent (10%) will be added to the cost of items 10.3.3. EQUIPMENT, 10.3.5. PARTS AND MATERIALS, and 10.3.6. PERMITS above.
- 10.3.8.3. For costs incurred for work performed by sub-contractors, the contractor's pass-through fee shall not exceed ten percent (10%) of the sub-contractor actual cost.

EXHIBIT B
BIDDER'S RESPONSE FORMS

ADDENDA ACKNOWLEDGMENT FORM

The Bidder acknowledges that he has received Addenda Number(s):

<u>1</u>	<u>ADDENDUM NUMBER ONE</u>	<u>LOR</u>
Number	Addendum Title	Bidder Initials

Bidder shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed Contract Forms, and the Bidder further agrees that its Bid is submitted after consideration of said addenda.

PART A - CIVIL CONTRACTOR BID PRICE FORM

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE
Labor				
1	Foreman	Hour	1	110.00
2	Operator	Hour	1	90.00
3	Truck Driver	Hour	1	55.00
4	Pipe Layer - For Pipes $\leq 48"$ Dia.	Hour	1	85.00
5	Laborer	Hour	1	80.00
Equipment				
6	Foreman P/U with hand tools	Hour	1	55.00
7	Job truck with mandatory tools *note*	Hour	1	60.00
8	Crane (20 Ton)	Hour	1	85.00
9	Crane (60 Ton)	Hour	1	120.00
10	Tractor & Trailer (Transport)	Hour	1	50.00
11	Track Hoe (to 100 HP)	Hour	1	120.00
12	Track Hoe (101 HP to 170 HP)	Hour	1	140.00
13	Rubber Tired Backhoe	Hour	1	40.00
14	Wheel Loader (to 150 HP)	Hour	1	80.00
15	Wheel Loader (151 HP and up)	Hour	1	85.00
16	Track Type Tractors (to 100 HP)	Hour	1	30.00
17	Track Type Tractors (101 HP up)	Hour	1	32.00
18	Dump Truck (Tandem Axle)	Hour	1	70.00
19	Plate Tamp	Hour	1	15.00
20	3" Trash Pump	Hour	1	15.00
21	4" Double Diaphragm Pump	Hour	1	25.00
22	Air Compressor (125 SCFM)	Hour	1	20.00
23	Well Point Pump	Day	1	90.00
24	4" Jet Pump	Day	1	30.00
Material				
25	2500psi Concrete (Un-formed)	Cu. Yd.	1	120.00
26	Off Site Select Fill	Cu. Yd.	1	10.00
27	Limerock Base Material	Ton	1	15.00
28	#57 Washed Stone	Ton	1	30.00
29	Asphalt Paving (1 1/2" Thick; Type S-3)	Sq. Yd.	1	4.00
30	Bahia Sod	Sq. Yd.	1	6.00
Sub-Contractor				
31	Welder with Truck	Hour	1	55.00
32	Tractor with 7' Bush Hog	Hour	1	15.00
PROPOSED TOTAL CONTRACT BID PRICE (Basis of Award):				\$ 1,837.00
Note Job truck with mandatory tools to include all items listed on Table 1 in the specifications.				

PART B - LARGE PIPELINE CONTRACTOR BID PRICE FORM

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE
Labor				
1	Foreman	Hour	1	110.00
2	Operator	Hour	1	90.00
3	Truck Driver	Hour	1	55.00
4	Pipe Layer - For Pipes ≤ 84" Dia.	Hour	1	85.00
5	Laborer	Hour	1	80.00
Equipment				
6	Foreman P/U with hand tools	Hour		55.00
7	Job truck with mandatory tools *note*	Hour		60.00
8	Crane (20 Ton)	Hour	1	140.00
9	Crane (60 Ton)	Hour	1	170.00
10	Tractor & Trailer (Transport)	Hour	1	70.00
11	Track Hoe (to 100 HP)	Hour	1	120.00
12	Track Hoe (101 HP to 170 HP)	Hour	1	140.00
13	Track Hoe (171 HP and up)	Hour	1	200.00
14	Rubber Tired Backhoe	Hour	1	40.00
15	Wheel Loader (to 150 HP)	Hour	1	80.00
16	Wheel Loader (151 HP and up)	Hour	1	100.00
17	Track Type Tractor (to 100 HP)	Hour	1	30.00
18	Track Type Tractor (101 HP up)	Hour	1	32.00
19	Dump Truck (Tandem Axle)	Hour	1	70.00
20	Plate Tamp	Hour	1	15.00
21	3" Trash Pump	Hour	1	15.00
22	4" Double Diaphragm Pump	Hour	1	25.00
23	Air Compressor (125 SCFM)	Hour	1	20.00
24	Well Point Pump	Day	1	150.00
25	4" Jet Pump	Day	1	30.00
Material				
26	2500psi Concrete (Un-formed)	Cu. Yd.	1	120.00
27	Off Site Select Fill	Cu. Yd.	1	10.00
28	Limerock Base Material	Ton	1	15.00
29	#57 Washed Stone	Ton	1	30.00
30	Asphalt Paving (1½" Thick; Type S-3)	Sq. Yd.	1	4.00
31	Bahia Sod	Sq. Yd.	1	6.00
32	Sheeting to Depths of 25'	20 Sheets	1	2,000.00
Sub-Contractor				
33	Welder with Truck	Hour	1	100.00
34	Line Clearance Chlorinate/Dechlorinate	1MG	1	7,000.00
PROPOSED TOTAL CONTRACT BID PRICE (Basis of Award):				\$ 11,267.00
Note Job truck with mandatory tools to include all items listed on Table 1 in the specifications.				

PART A - PROPOSED TOTAL CONTRACT BID PRICE

One Thousand, Eight Hundred Thirty Seven Dollars
(Amount Written in Words)

PART B - PROPOSED TOTAL CONTRACT BID PRICE

Eleven Thousand, Two Hundred Sixty Seven Dollars
(Amount Written in Words)

Rowland Inc.

Firm Name

6855 102nd Ave. N, Pinellas Park, FL 33782

Firm Address

K D Rowland

Authorized Signature

Kevin D. Rowland, President

Printed Name

(727) 545-3815

Phone Number

kevin@rowland-inc.com

E-Mail Address

FOR A CORPORATION OR A LIMITED LIABILITY CORPORATION

STATE OF Florida
COUNTY OF Pinellas

SWORN TO and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
11th day of May, 2021, by Kevin D. Rowland
who is President (Title) of
Rowland Inc.
(Corporation Name) a corporation under the laws of the State of Florida
on behalf of the said corporation. He ~~she~~ is personally known to me. R has produced _____
as identification and did ~~(did not)~~ take an oath.

Honore P. DuFaux III
Notary Public Signature
Honore P. DuFaux III
Print Name

My Commission Expires: March 18, 2022 (AFFIX NOTARY SEAL)

HONORE P. DUFAUX III
NOTARY PUBLIC
STATE OF FLORIDA
NO. 08197410
MY COMMISSION EXPIRES MAR. 18, 2022

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Pinellas

Kevin D. Rowland ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is President of Rowland Inc., (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Tampa Bay Water or any person interested in the Contract.

By: K. O. Rowland

Title: President

(Corporate Seal)

Subscribed and sworn before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2021, by Kevin D. Rowland, as President of Rowland Inc., a Florida corporation, on behalf of the corporation. (He/ she/ it personally known to me OR has produced _____ as identification and (did/ did not) take an oath.

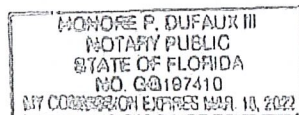
Honore P. DuFaux III

Notary Public

My commission expires:

Honore P. DuFaux III

Print Name



TAMPA BAY WATER
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Pinellas

BEFORE ME, the undersigned authority, appeared Kevin D. Rowland, who first
being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.

3. I am the President of
Rowland Inc. (the
"Contractor/Consultant/Vendor").

4. I am authorized by Rowland Inc. to make this
Affidavit on behalf of Contractor/Consultant/Vendor.

5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes,
makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public
employment, an alien who is not duly authorized to work in the United States.

6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes,
prohibits public employers, contractors, and subcontractors from entering into a contract unless
each party to the contract registers and uses E-Verify.

7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections
448.09 and 448.095, Florida Statutes.

8. Contractor/Consultant/Vendor understands it shall remain in compliance with the
requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with
Tampa Bay Water.

9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with Tampa Bay Water, it shall provide immediate notice thereof to Tampa Bay Water.

K. D. Rowland

Signature of Affiant
on behalf of Contractor/Vendor

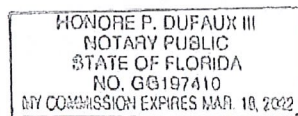
By: Kevin D. Rowland

As its: President

Dated: May 11, 2021

STATE OF Florida
COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2021, by Kevin D. Rowland, on behalf of Rowland Inc., who is personally known to me or who has produced _____ as identification.



Honore P. DuFaux III

Print Name: Honore P. DuFaux III
Notary Public of the State of Florida

My Commission Expires:

FLORIDA BID BOND

Know all men by these presents:

That the "Bidder", Rowland, Inc., a corporation x, individual _____, partnership _____, of the state of Florida, qualified to do business in this State, as principal, and the "Surety", Travelers Casualty and Surety Company of America, a corporation of the state of Connecticut, authorized to do business as a surety in this State, as surety, are hereby held and firmly bound unto Tampa Bay Water, A Regional Water Supply Authority ("Tampa Bay Water"), as obligee, in the sum Five Thousand Dollars (\$5,000.00), lawful money of the United States of America for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Bidder has submitted to Tampa Bay Water, its Bid to which this Florida Bid Bond ("Bond") is attached, to enter into the Contract with Tampa Bay Water for On Call General Civil & Large Pipeline Contractor Services, Project No.: _____, which Contract is incorporated herein by this reference:

NOW, THEREFORE: The condition of this obligation is that, the Bidder And Surety are jointly and severally bound by all of the provisions of this Bond, and if the Bidder faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Contract (including Addenda issued before the date of the opening of the Bid) within the time specified or any extension thereof, with or without notice to the Surety, or if the Bidder fails to comply with all requirements of the Contract (as modified) within the time specified or any extension thereof, with or without notice to the SURETY, but pays Tampa Bay Water the full amount of the sum set forth in this Bond as liquidated damages, then this obligation shall be null and void, otherwise to remain in full force and effect.

A. If Tampa Bay Water makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of this Bond shall be immediately due and payable to Tampa Bay Water, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse Tampa Bay Water for all costs of collection (including but not limited to attorney's fees).

B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and this Bond shall be in no way impaired or affected by any extension of the time within which Tampa Bay Water may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

C. The term this "State" means the State of Florida. Other defined terms (i.e., capitalized terms) used in this Bond have the intent and meanings assigned to them in the Contract.

IMPORTANT: Sureties executing this Bond shall be currently authorized to do business in the State as surety and, except as otherwise provided by the Florida Statutes, be on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies. Bonds cannot be in excess of the amount indicated as approved by that list.

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford CT 06183

(Address)

860-277-0111

(Telephone Number)

Kevin Wojtowicz

(Name of Duly Authorized Florida Agent)

1000 Central Ave #200, St. Petersburg FL 33705

(Address)

727-209-1803

(Telephone Number)

Signed and sealed this 11th day of May, 2021

Witness

[Signature]

Bidder/Principal: Rowland, Inc.

By: [Signature]

Kevin D. Rowland, President

Name and Title

Surety: Travelers Casualty and Surety Company of America

Witness
[Signature]
Eileen Heard

By Agent: Kevin Wojtowicz

[Signature]

By Attorney-In-Fact and Florida Licensed Resident Agent
(Attach Certified Copy of Power of Attorney)

References

Company Name: Pinellas County Utilities
 Company Address: 14 S. Ft. Harrison Ave.
 Clearwater, FL 33756
 Contact Person: Dennis Simpson
 Contact Email Address: dsimpson@co.pinellas.fl.us
 Contact Phone Number: (727) 464-4223
 Nature of Contact: Annual Sanitary Sewer Repair & Extension
 Dollar Value of Contract: \$4,315,619.80 +/-
 Start and End Dates of Contact: 09/01/2019 - present

Company Name: City of Clearwater
 Company Address: 100 S. Myrtle Ave.
 Clearwater, FL 33756
 Contact Person: Todd Kuhnelt
 Contact Email Address: todd.kuhnelt@myclearwater.com
 Contact Phone Number: (727) 562-4798
 Nature of Contact: 2018 Sewer Point Repair & Improvements Project
 Dollar Value of Contract: \$12,600,000.00 +/-
 Start and End Dates of Contact: 09/06/2018 - present

Company Name: City of St. Pete Beach
 Company Address: 155 Corey Avenue
 St. Pete Beach, FL 33706
 Contact Person: Brett Warner
 Contact Email Address: bwarnet@stpetebeach.org
 Contact Phone Number: (727) 363-9254
 Nature of Contact: Wastewater System Point Repairs
 Dollar Value of Contract: \$4,800,000.00 +/-
 Start and End Dates of Contact: 12/12/2016 - present

Company Name: City of St. Petersburg
 Company Address: One Fourth Street N.
 St. Petersburg, FL 33701
 Contact Person: Matthew C. Wilson
 Contact Email Address: Matthew.Wilson@stpete.org
 Contact Phone Number: (727) 892-5658
 Nature of Contact: WRO Miscellaneous Services FY20 (Unscheduled Repairs)
 Dollar Value of Contract: \$3,750,000.00 +/-
 Start and End Dates of Contact: 5/21/2021 - Present

Company Name: City of Largo
 Company Address: 201 Highland Avenue, Bldg. 1
 Largo, FL 33779
 Contact Person: Chuck Mura P.E.
 Contact Email Address: cmura@largo.com
 Contact Phone Number: (727) 587-6713 ext. 4414
 Nature of Contact: Sanitary Sewer, Reclaimed Water and Stormwater Repair
 Dollar Value of Contract: \$8,932,100.00 +/-
 Start and End Dates of Contact: 10/16/2018 - present

EXHIBIT C
INSURANCE FORMS

Tampa Bay Water
General Insurance Requirements Matrix

Contract Type	Up to \$100,000	\$100,001 to \$1,000,000	\$1,000,001 & Over
Agreement for Professional Services	Tier 1	Tier 2	Tier 3
As-Needed Professional Services	Tier 1	Tier 2	Tier 3
Goods & Services Contract	Tier 1	Tier 2	Tier 3
Construction Contract	N/A	N/A	Tier 3

Insurance Type	Tier 1	Tier 2	Tier 3
General Liability	\$1,000,000	\$2,000,000	\$5,000,000
Automobile	\$300,000	\$500,000	\$1,000,000
Workers Compensation	Statutory	Statutory	Statutory
Umbrella/Excess	Up to GL	Up to GL	Up to GL
Professional Liability	\$1,000,000	\$1,000,000	\$1,000,000

Client#: 1916902

569ROWLAINC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/02/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: McGriff Insurance Services 12485 - 28th Street North Saint Petersburg, FL 33716 727-327-7070	CONTACT NAME: Cynthia Ross PHONE (A/C, No, Ext): 727-803-8139 FAX (A/C, No): 888-632-8459 E-MAIL ADDRESS: Cynthia.Ross@Mcgriff.com														
INSURED Rowland Inc 6855 102nd Avenue N Pinellas Park, FL 33782	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great American Assurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C: Great American Insurance Co of NY</td> <td></td> </tr> <tr> <td>INSURER D: Westchester Surplus Lines Insurance</td> <td></td> </tr> <tr> <td>INSURER E: Federal Insurance Company</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Assurance Company		INSURER B: Travelers Property Casualty Insurance Co		INSURER C: Great American Insurance Co of NY		INSURER D: Westchester Surplus Lines Insurance		INSURER E: Federal Insurance Company		INSURER F:	
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INSURER D: Westchester Surplus Lines Insurance															
INSURER E: Federal Insurance Company															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

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	ADD/INSUR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:		GLP376329303	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CAP376329203	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION \$10000	☒ OCCUR ☐ CLAIMS-MADE	ZUP16N2512620NF	10/01/2020	10/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y/N ☐ N/A	WC376330202	10/01/2020	10/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Liability		G71152613003	10/01/2020	10/01/2021	Each/\$2M/Agg: \$4M \$2,500 Deductible
E	Equip Fl/Inst Fl		06707028ECE	10/01/2020	10/01/2021	SEE BELOW

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

E) Equipment Floater/Installation Floater:

\$2,500 Deductible

Limit of Insurance:
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Tampa Bay Water 2575 Enterprise Road Clearwater, FL 33763	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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ACORD 25 (2016/03) 1 of 2
#S28334880/M28199194

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KTNG

DESCRIPTIONS (Continued from Page 1)

Fire Protective Equipment: \$10,000
Inventory or Appraisals: \$25,000
Pollutant Clean Up or Removal: \$50,000
Fire Department Service Charges: \$25,000

Waiver of Subrogation applies in respects to the General Liability, Auto Liability and Workers'

Compensation when required by written contract.

Re: Contract No. 2021-045 On Call General Civil Contractor Services

Tampa Bay Water, Its Engineers, Architects, Consultants, Subsidiaries or Affiliates and each of the Tampa Bay Water Directors, Officers, Employees, Representatives, Agents or Volunteers are named as additional insured on General Liability for ongoing and completed operations on a primary and non-contributory basis, and Auto when required by written contract. A Waiver of Subrogation applies In favor of Tampa Bay Water on General Liability and Auto when required by written contract.

EXHIBIT "C"

(Vendor's Proposal to the City)





Rowland Inc.

6855 102nd Ave. N.

Pinellas Park, FL 33782

phone (727) 545-3815, toll free (855) 545-3815

fax (727) 546-8464, email postmaster@rowland-inc.com

September 15, 2021

30 days from Quotation

City of St. Pete Beach

Kathy Kapusta, Procurement Manager

155 Cory Avenue

St. Pete Beach, FL 33706

Various As-Need Proje

City of St. Pete Beach

09/15/21

Estimator

Paul Dufaux

PAYMENT TERMS

QUANTITY

u/m

DESCRIPTION

UNIT PRICE

Rowland Inc. will perform As-Needed construction work for the City of St. Pete Beach based on the pricing established by our "On Call General Civil Contractor Services" and "On Call Large Pipeline Contractor Services" with Tampa Bay Water dated August 16, 2021

TOTAL

Quotation prepared by: _____

This is a quotation is subject to the conditions noted on back of this quotation:

To accept this quotation, sign here and return: _____

Rowland Inc. is a

SEWER

over 20 years experience

with thousands of st.

THANK YOU FOR YOUR BUSINESS!

in

cts

RETAINAGE

LINE TOTAL

proud applicator of
ICoAT
rehabilitating manholes
successful applications

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Street Closures for Sunrise Service

Date: March 22, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: This annual event is an Easter sunrise service by Pass-a-Grille Beach Community Church. The event requests that Pass-a-Grille Way be closed from 8th – 10th Ave from 4:30-8:30a.m and 16th Ave from Gulf Way and Pass-a-Grille Way from 6:30-11am on April 17, 2022. Street closures require commission approval. City staff is requesting that this annual event be approved by the Commission for this year and upcoming years if no significant changes are requested other than the dates.

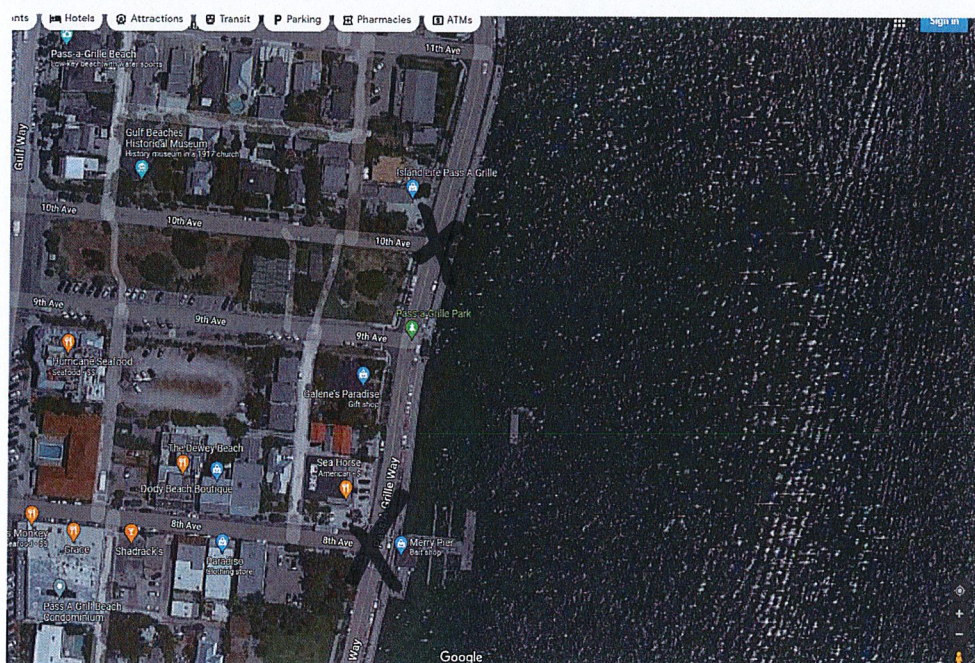
Funding: N/A

Requested Motion: Move to approve street closures for Pass-a-Grille Beach Community Church Easter Sunrise Service scheduled for April 17, 2022.

Attachments: 1. Sunrise Service 2022



X Street Closure # 1 – 16th Ave between Gulf Way and Pass-A-Grille Way from 6:30-11a.m.



X Street Closure #2 – Pass-A-Grille Way from 8th Ave to 10th Ave from 4:30-8:30 a.m.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Appointments to Outside Agencies

Date: March 22, 2022

Prepared By: Amber LaRowe, City Clerk

Through:

Summary of Issue: Subsequent to each March election, board appointments are reviewed and decided among elected officials. The current representatives and organizations are as follows:

BIG-C: Mayor Alan Johnson, Representative
Vice Mayor Ward Friszolowski, Alternate

FLC: Commissioner Grill, Representative
Commissioner Graus, Alternate

MCPC: Mayor Alan Johnson, Representative
Vice Mayor Friszolowski, Alternate

PCFIC: Commissioner Pletcher, Representative
Mayor Alan Johnson, Alternate

SLC: Commissioner Grill, Representative
Commissioner Graus, Alternate

TBRPC: Vice Mayor Friszolowski, Representative
Commissioner Graus, Alternate

Funding: NA

Requested Motion: I move to approve the board appointment(s) as discussed.

Attachments: 1. OutsideOrganizations_02102021

OUTSIDE ORGANIZATIONS February 10, 2021						
	Big C	FLC	MCPC	PCFIC	SLC	TBRPC
2021						
Representative	Johnson, A.	Grill, M.	Johnson, A.	Pletcher, M.	Grill, M.	Friszolowski, W.
Alternate	Friszolowski, W.	Graus, C.	Friszolowski, W.	Johnson, A.	Graus, C.	Graus, C.
						2/10/2021

Big C
 FLC
 MCPC
 PCFIC
 SLC
 TBRPC

Barrier Islands Government Council
 Florida League of Cities
 Mayors Council of Pinellas County
 Pinellas County Flood Insurance Committee
 Suncoast League of Cities
 Tampa Bay Regional Planning Council

Meetings: Last Wednesday of the month at 9:00 a.m.
 Meetings: Year round
 Meetings: First Wednesday of the month at 12:00 p.m.
 Meetings: As needed
 Meetings: Monthly business meetings
 Meetings: Monthly, subject to change as needed
Meeting locations vary

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Appointments/Re-Appointments to the City of St. Pete Beach Advisory Boards and Committees

Date: March 22, 2022

Prepared By: Amber LaRowe, City Clerk

Through:

Summary of Issue: In accordance with Section 22 of the City Charter, members of the advisory boards shall be appointed by the Commission; this is done at the first meeting after a City election.

The boards and committees are as follows:

- Beach Stewardship Committee
- Board of Adjustment
- Finance and Budget Review Committee
- Historic Preservation Board
- Library Advisory Committee
- Parks and Recreation Advisory Committee
- Planning Board

Funding: NA

Requested Motion: NA

Attachments: 1. Board Appointments

BEACH STEWARDSHIP COMMITTEE

CREATED: City Code, Article XI - Section 22-301 through 22-309

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Quarterly on the third Wednesday of the month

TIME: 9:00 A.M.

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

LINDA BORGIA 7100 Sunset Way PH8 727 501-4231 Cell
Re-appointed 3/20
Mayor Johnson lb4173@gmail.com
Term Expires 3/23

JANET L. HARRIS 550 72nd Ave. 902-9529 Cell
Re-appointed 3/19
Commissioner Grill beachjanet174@gmail.com
Term Expires 3/23

LENNY STAMOS 2491 East Vina Del Mar 360-3016 Home
Re-appointed 3/20 367-5001 Work
Commissioner Graus lennyssurf@hotmail.com
Term Expires 3/22

MICHAEL WELCH 3410 East Debazan Avenue 542-2450 Cell
Appointed 4/21
Vice Mayor Friszolowski mfw517@yahoo.com
Term Expires 3/22

DAN ROTHENBERGER 423 Hermosita Dr. 813-505-6255 Cell
Reappointed 3/21
Commissioner Pletcher dan@workingtides.com
Term Expires 3/23

Updated: 09/14/2021

BOARD OF ADJUSTMENT

CREATED: City Code, Article II - Section 22-31 through 22 - 40

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Last Wednesday of each month

TIME: 2:00 P.M.

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, FL

SANDIE LYMAN
Re-appointed 3/20
Mayor Johnson
Term Expires 3/23

810 59th Avenue

458-4058 (Cell)

sandie7@verizon.net

DENISE CHASE
Re-appointed 3/20
Commissioner Graus
Term Expires 3/22

285 46th Avenue

344-9383 (Cell)

denise.e.chase@gmail.com

MICHAEL BOMAR
Re-appointed 3/19
Commissioner Grill
Term Expires 3/23

6440 4TH Palm Point

639-2073

mbomar01@aol.com

PAUL SKIPPER, CHAIR
Re-Appointed 3/20
Commissioner Friszolowski
Term Expires 3/22

255 Corey Avenue

367-7008

paul@paulskipper.com
natvprop@aol.com

JAKE HOLEHOUSE
Re-appointed 03/21
Commissioner Pletcher
Term Expires 3/23

2850 Alton Drive

470-5177

jwh@hhinsgroup.com

Updated: 09/14/2021

FINANCE & BUDGET REVIEW COMMITTEE

CREATED: City Code, Article III - Section 22-26 through 22-74

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Determined by City Manager or Administrative Services Director

TIME: Established by Board Members

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

REBECCA LYONS, Vice Chair 417 41st Avenue 201-213-6573
Re-appointed 3/20
Mayor Johnson
Term Expires 3/23 rebec17058@aol.com

JUSTIN HILLIARD 516 78th Ave. 901-270-6382 Cell
Appointed 5/20
Commissioner Graus
Term Expires 3/22 justinb.hilliard@gmail.com

JOHN SAMORAJCZYK 5414 Leilani Dr. 367-2166 Home
Re-appointed 3/19 480-3810 Cell
Commissioner Grill
Term Expires 3/23 jsamo@prodigy.net

JOANNE MELODAYO 4151 Belle Vista Dr. 360-2627 Home
Re-appointed 3/20 686-5815 Cell
Commissioner Friszolowski
Term Expires 3/22 jomellow@aol.com

NATALIE CONNER 2662 W. Vina Del Mar Blvd 727 512-2939 Cell
Appointed 9/21
Commissioner Pletcher
Term Expires 3/23 naconner2@aol.com

HISTORIC PRESERVATION BOARD

CREATED: City Code, Article VII - Section 22-206 through 22-213

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Monthly on the first Thursday

TIME: 3:30 p.m.

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

WILLIAM LOUGHERY

Re-appointed 3/20
Mayor Johnson
Term Expires 3/23

2405 Pass-A-Grille Way

460-7541 (Cell)
360-0342 (Home)

wloughery@gmail.com

SEAN HURLEY

Re-appointed 3/20
Commissioner Graus
Term Expires 3/22

2506 Pass-A-Grille Way

365-2107

sean@hurley-associates.com

HOLLY YOUNG

Appointed 03/19
Commissioner Grill
Term Expires 3/23

P.O. Box 66186
St. Pete Beach, FL 33736

417-7118

hollyyounghomes@gmail.com

TIA HOCKENSMITH

Re-appointed 3/20
Commissioner Friszolowski
Term Expires 3/22

3980 Belle Vista Drive
St. Pete Beach, FL 33706

422-6127 (Home)
440-9600 (Work)

thockensmith@smithandassociates.com

CHRIS MARONE

Re-appointed 3/21
Commissioner Pletcher
Term Expires 3/23

107 5th Avenue

367-5356 (Home)
422-7363 (Cell)

cmarone@maronelaw.com

Updated: 09/14/2021

LIBRARY ADVISORY COMMITTEE

CREATED: City Code Article V, Section 22-136 through 22-144

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Determined by Library Administrator or Administrative Services Director

TIME: 2:00 p.m.

PLACE: Commission Chambers at City Hall,
155 Corey Avenue, St. Pete Beach, FL

BILL THOMPSON Re-appointed 3/20 Mayor Johnson Term Expires 3/23	664 76 th Avenue bill30307@earthlink.net	360-0023
STEVE TRAIMAN, VICE CHAIR Re-appointed 3/20 Commissioner Graus Term Expires 3/22	420 64 TH Avenue #706 traimancreativecopy@gmail.com	360-1387
JUDY COHAN, CHAIRWOMAN Re-appointed 3/19 Commissioner Grill Term Expires 3/23	6600 Sunset Way, #216 afc529@yahoo.com judy.cohan@verizon.net	367-4407
WENDY HOLMES Re-appointed 3/20 Commissioner Friszolowski Term Expires 3/22	215 43 rd Avenue wphbcchb12@gmail.com	452-0160
KATHLEEN KENNEDY Re-appointed 3/21 Commissioner Pletcher Term Expires 3/23	403 Gulf Way, Unit 603 kakfish85@gmail.com	251-3201

Updated: 09/14/2021

PARKS AND RECREATION ADVISORY COMMITTEE

CREATED: City Code, Article IV, -Section 22-101 through 22-109

TERMS: To run concurrently with the term of office of the Commission Member who made the appointment

MEETS: Bi-Annually, third Tuesday of May and November

TIME/PLACE: Commission Chamber at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

YVETTE GAUGH Re-appointed 3/20 Mayor Johnson Term Expires 3/23	9371 Blind Pass Road ygaugh@gmail.com	415-3170 Cell
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MIKE FLANNERY – Vice Chair Re-appointed 3/20 Commissioner Graus Term Expires 3/22	448 85th Avenue imflann@gmail.com	360-3680 Cell
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SCOTT SEUBERT Re-appointed 3/19 Commissioner Grill Term Expires 3/23	6477 1 st Palm Point sseubert6321@yahoo.com	367-6321 Home
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STEVE STEWART Re-appointed 3/20 Commissioner Friszolowski Term Expires 3/22	250 Julia Circle S. steve.stewart@prudential.com	798-4077 Home
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DANIELLE MICKLITSCH - Chair Re-appointed 3/21 Commissioner Pletcher Term Expires 3/23	2373 West Vina Del Mar Blvd. dmicklitsch@gmail.com	727-415-8737
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Updated: 09/14/2021

PLANNING BOARD

CREATED: City Code, Article VIII, Section 22-241 through 22-248

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Third Monday of the month

TIME: 4:00 P.M.

PLACE: Commission Chamber at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

TIFFANY SECKA, CHAIRWOMAN 450 82nd Avenue 415-6007
Re-appointed 3/20
Mayor Johnson
Term Expires 3/23 tmsmarie@aol.com

RACHEL CILIBERTI 400 64th Avenue, Unit 1102 813 382-5600
Appointed 2/21
Commissioner Graus
Term Expires 3/22 rachelac@verizon.net

TOM DEYAMPERT 510 78th Avenue 367-1437 (Home)
Appointed 3/19 420-2669 (Cell)
Commissioner Grill
Term Expires 3/23 tomdeyampert@gmail.com

GREGORY PREMIER 3957 Moody Street 727 282-9028 (C)
Appointed 10/20
Commissioner Friszolowski
Term Expires 3/22 team1fla@earthlink.net

BEV JACKSON 2804 Pass-a-Grille Way 415-3777
Appointed 3/21
Commissioner Pletcher
Term Expires 3/23 bev@bevmjackson.com

Updated: 09/14/2021

St. Pete Beach Planning Board Agenda Report

Issue Considered: Ordinance 2022-06 - Land Development Code Updates to Division 23: Off-Street Parking and Loading

Date: 2/28/2022

Prepared By: Michelle Gonzalez, Transportation and Parking Director

Through: Alex Rey, City Manager

Summary of Issue: In May of 2021, the St. Pete Beach initiated a study to review the City's off-street parking requirements, as outlined in the Land Development Code, Division 23. To determine which parking strategies would best support pedestrian and multi-modal friendly land development, this study reviewed national and local best practices to determine which parking strategies were already in use in other municipalities. The City's parking requirements were incorporated into the code in 2005 and have not been significantly updated since. In the decade since then, many changes have occurred in the transportation and parking environment. The transportation and parking sector is in a period of transition, with modern technologies, products and services fundamentally shifting customer expectations and opportunities. It was the goal of the City to bring the code up to date through this study and the recommended updates.

A key task of the study was focused on receiving as much stakeholder input as possible. To best do this, the City held multiple meetings and conducted community and business surveys. To summarize the efforts: public meetings with the business and residential community were held, two surveys were distributed separately to business owners and residents with an input period of a month, two workshops were hosted in December with the Planning Board and City Commission. We also received many resident emails and comments which were taken into consideration.

Upon review of the information gathered on national and local best practices, parking data and public input, the study recommended to incorporate the parking management strategies below as way to help achieve the City's goals of pedestrian friendliness, alternate modes of transportation,

and pleasing aesthetics. As such, staff determined that updates to the off-street parking ratios and design standards were necessary and included recommendations to those areas through Ordinance 2022-06. The major changes are as follows:

1. Allow available on-street parking within 800ft of a commercial property to count as up to 10% of the required parking for non-residential uses
 - City Manager can restrict this to prevent overuse of on-street parking spaces
 - Restricted to Corey Avenue, Upham Beach, and Boca Ciega Dr near the Community Center
2. Allow non-residential properties to apply for tandem valet, so long as the business submits a valet management plan to the city for review and approval
3. Allow for a 10% reduction in the total required parking if the business is in a walkable area
 - Gulf Blvd from 35th Ave to 75th Ave AND Blind Pass Rd from 75th Ave to 81st Ave
4. Updated the required parking ratios
 - Added Multi-Family Residential category – 1 space per bedroom
 - Ballrooms as part of Transient Accommodations – 1 space per 600 SF / Stand Alone – 1 space per 300 SF
 - Additionally, updates were made to the following uses to bring the ratios into alignment with the ITE recommendation:
 - Bar / Nightclub (1 per 100 sf)
 - Retail / Convenience Store (1 per 300 ft)
 - Grocery Store (1 per 200 sf)
 - Transient Accommodations (.9 per TA Unit)
5. Expand the availability and flexibility of shared parking agreements to include:
 - Business to Public
 - Mixed-Use Projects
 - Business to Business
 - Business to City

- All shared parking arrangements will require the submittal of a shared parking agreement for review and approval by the City.
- 6. Increased standards for pedestrian connectivity from the public right-of-way to store front
- 7. Increased landscaping standards for parking lots that cannot be located towards the rear of buildings
- 8. Increased required screening for commercial properties that abut or are across the alley from residential properties
- 9. In parking lots with over 50 spaces, up to 10% of the 25% allowed for compact spaces may be designated for Golf Carts, Scooters, or Motorcycles
- 10. Expanded the existing bike rack requirements to include all non-residential properties over 5,000 SF.
- 11. Removed all fee-in-lieu language

Furthermore, the proposed updates to the off-street parking code supports and aligns with objectives within the St. Pete Beach Comprehensive Plan in several ways:

- City of St. Pete Beach's Comprehensive Plan encourages the design of a walkable community that provides safe and comfortable pedestrian, bicycle, trolly, and other environmentally friendly modes of community mobility
- Objective 1.3 of Transportation Element within the City's Comprehensive Plan outlines policy to develop land development regulations that strive for safe, convenient, and efficient multimodal parking and access ways
 - Policy 1.3.1- The City shall enforce parking standards which provide for safe and convenient on-site traffic flow.
 - Policy 1.3.3- Bicycle parking areas at shopping and recreational areas shall be encouraged.
- Objective 1.4 of Transportation Element within the City's Comprehensive Plan, identifies policy directing the City's transportation system should emphasize safety and aesthetics
- The City shall enforce parking standards which provide for safe and convenient on-site traffic flow.

- Objective 1.5 of Transportation Element within the City's Comprehensive Plan states - As an ongoing objective, the City shall encourage the utilization of a multi-modal transportation system as needed.
- Policy 1.5.2- The City shall continue to identify and encourage the use of bicycle and pedestrian modes of transportation.
- Policy 1.5.3- The City shall review all proposed development and redevelopment site plans for the accommodation of bicycle and pedestrian traffic needs, when appropriate.

At the February 28, 2022 Planning Board meeting, the Board members unanimously recommended Ordinance 2022-06 for approval by the City Commission.

Funding: N/A

Requested Motion: "I move to approve first reading of Ordinance 2022-06."

Attachment: Ordinance 2022-06

Ordinance 2022-06

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE DIVISION 23 OFF-STREET PARKING AND LOADING SECTION 23.3 – APPLICABILITY AND SCOPE; SECTION 23.4 – GENERAL PARKING REQUIREMENTS; SECTION 23.5 NUMBER OF PARKING SPACES REQUIRED; SECTION 23.6 – HANDICAP; SECTION 23.7 – PERVIOUS AND SEMI-PERVIOUS PARKING; SECTION 23.9 – SHARED OFF-STREET PARKING; SECTION 23.11 – PARKING CONSTRUCTION AND DESIGN REQUIREMENTS; SECTION 23.12 OFF-STREET LOADING SPACES; SECTION 23.13 – MAINTENANCE OF OFF-STREET PARKING AND LOADING AREAS AND DRIVEWAYS; SECTION 23.14 – FEE IN LIEU OF REQUIRED ON-SITE PARKING;; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach has the authority to enact laws which promote the public health, safety, and general welfare of its citizens.

WHEREAS, the City of St. Pete Beach enacted laws in its Land Development Code (“LDR”) to establish Citywide parking standards citywide to promote the public health, safety, and general welfare of its citizens, and to implement the section of the City’s Comprehensive Plan that encourages the design of a walkable community which provides safe and comfortable pedestrian, bicycle, trolly, and other environmentally friendly modes of community mobility.

WHEREAS, Objective 1.3 of Transportation Element within the City’s Comprehensive Plan enumerates policies to develop land development regulations that strive for safe, convenient and efficient multimodal parking and access ways.

WHEREAS, Objective 1.4 of Transportation Element within the City’s Comprehensive Plan, enumerates policies directing that the City’s transportation system should emphasize safety and aesthetics.

WHEREAS, City staff, with the assistance of a consultant team, reviewed national best practices and local parking standards to list current strategies and trends in regulating parking.

WHEREAS, City Staff found that many of the national best practices could be applied to St. Pete Beach to create a more aesthetically pleasing built environment while ensuring the City maintains an adequate supply of parking.

WHEREAS, City staff conducted citywide outreach, local business stakeholder meetings, and online polling to understand the needs of users and suppliers of parking; then conveyed those findings to the City Commission and the Planning Board to seek direction.

WHEREAS, the City of St. Pete Beach City Commission desires to amend its LDC to update its parking standards.

WHEREAS, the City's Planning Board, in its capacity as the City's Local Planning Agency, reviewed this Ordinance at a duly noticed public hearing on _____, 2022.

WHEREAS, the City Commission conducted two duly noticed public hearings on _____, 2022 (first reading) and _____, 2022 (adoption hearing).

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

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

SECTION 2. The Land Development Code Division 23 shall be amended as follows:

DIVISION 23 OFF-STREET PARKING AND LOADING

Sec. 23.3. Applicability and scope.

- (c) ~~Where on-street parking is available, such on-street parking shall not be used as a substitute for any parking required by this Code.~~ Non-residential properties located within the boundaries of the highlighted areas as shown in Figure 23.3(c) that are within 800 feet of on-street parking may be permitted to count up to 10 percent of the available on-street parking to meet the off-street parking requirement. The City Manager, or designee, may reduce the percentage of available parking that can be applied toward a property's parking requirement on a case-by-case basis depending on current parking demands and trends.

Figure 23.3(c) - On-Street Parking Availability Zones

Non-residential properties located in the green shaded area are able to apply on-street parking within 800 ft of their property line towards the total required off-street parking.



Words ~~stricken~~ through shall be deleted. Words underlined constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

Sec. 23.4. General parking requirements.

All off-street parking shall be provided in accordance with the following general requirements:

- (a) No building or use shall be permitted or constructed unless off-street parking spaces are provided in accordance with the provisions of this Code.
- (b) Computation of required spaces.
 - (1) Fractional space requirements shall be rounded up to the next whole space.
 - (2) In houses of worship and other places of public assembly in which occupants utilize benches, pews or similar seating arrangements, each 18 linear inches of such seating facilities shall be counted as one seat for the purpose of determining the required number of parking spaces.
 - (3) In multistory buildings having vertical penetrations including, but not limited to, elevator, mechanical closets, air shafts, stairways and other similar penetrations, and ~~large retail or restaurant establishments in excess of 5,000 square feet in area~~ having "backroom" storage or working space, may deduct these spaces from the gross square footage in calculating parking space needs.
 - (4) In the case of mixed uses, the total requirements for off-street parking shall be the sum of the requirements of the various uses computed separately and the ~~off-street~~ parking space for one use shall not be considered as providing the required ~~off-street~~ parking for any other use, except as provided for in the shared parking criteria in this division.
- (c) Off-street parking areas shall not be used for sales, dead storage, repair, dismantling or servicing of any type or kind, nor shall areas devoted to such activities count toward meeting off-street parking requirements.
- (d) Off-street parking areas for five or more automobiles shall have individual spaces that are designed, maintained and regulated so that no parking or maneuvering incidental to parking shall be on any public street or sidewalk and so that any automobile may be parked and unparked without moving another automobile, unless a valet management plan with tandem parking is approved by the City Manager, or designee. The City Manager, or designee, has the authority to review previously approved parking arrangements to accommodate tandem valet parking without a new valet management plan. The valet management plan shall provide for the following:
 - (1) The location of the valet area;
 - (2) The number of valet spaces (on-site and/or off-site);
 - (3) A brief narrative description of how the valet will function and hours of operation;
 - (4) The location for the drop-off and pick-up area;
 - (5) A diagram showing how automobiles will be shifted in and out of spaces at peak usage.;

- (6) The contact information for valet operator(s);
 - (7) The location of Wayfinding/signage for pick-up/drop-off;
 - (8) The location of receiving garage/lot and the number of spaces leased (if applicable);
 - (9) A lease agreement for the valet spaces (if applicable);
 - (10) A Peak Period contingency plan;
 - (11) A queuing Analysis (if requested); and
 - (12) The understanding that if any modifications to the management plan are made without City Manager approval, or if the management plan is not being appropriately followed and enforced, the City Manager, or designee, may revoke approval.
- (e) Except as provided in section 23.7, all off-street parking areas shall be surfaced with asphalt, bituminous or concrete material, clay brick or concrete paving units, and maintained in a smooth, well-graded condition; provided, however, turf block may be used for the parking space surface.
 - (f) If artificially lighted, such lighting shall be so designed and arranged that light is directed away from any adjoining property used or zoned for residential purposes and so designed and arranged as to shield public roadways and all other adjacent properties from direct glare or hazardous interference of any kind.
 - (g) Be arranged for the convenient access and safety of pedestrians and vehicles.
 - (h) Be so arranged that no vehicle shall be required to back from such facilities directly onto arterial or collector streets as defined by the ITE Manual.
 - (i) Have curbs, motor vehicle stops or similar devices so as to prevent vehicles from overhanging on or into public rights-of-way or adjacent property.
 - (j) Off-street parking spaces shall be reserved for the exclusive use of residents, customers, patrons, or employees of the principal use of the property they are designed and intended to serve or as part of a shared parking plan as permitted in this division; provided, however, the city may authorize such parking on non-residentially zoned properties to be used on a temporary basis by the general public in connection with a special event approved by the city under Article II of Chapter 26 of the City of St. Pete Beach Code of Ordinances during those times the principal use of the property is not operating or as provided in a shared parking agreement.
 - (k) Required off-street parking shall be located as follows:
 - (1) On the same or contiguous property of the use the parking is intended to serve;
 - (2) On non-contiguous property which has the same zoning classification or a zoning classification which allows the use as permitted or conditional, as the use the parking is intended to serve, provided:
 - a. The off-premise parking is within eight hundred (800) feet of the principal use to be served, to be measured along the most direct pedestrian route; except for a non-residential use that operates and maintains a valet management plan for customers as outlined in Sec 23.4.(d) restaurant,

~~hotel, or theater use that operates and maintains a valet parking service for customers, for which the off premise parking may be located within one thousand (1,000) feet from the principal use it is intended to serve, to be measured along the most direct pedestrian route.~~

b. An identifiable pedestrian connection is provided between the off-premise parking area and the principal use it is intended to serve. The pedestrian connection shall require no crossing of a collector or arterial street, except at a signalized intersection.

c. A parking agreement in a form approved by the city attorney is recorded with the Clerk of the Circuit Court of Pinellas County, Florida, at the owner's expense providing that the off-premise parking area will not be disposed of except in conjunction with the sale or use of the building the parking area serves so long as the parking is required.

(3) Towards the rear of building sites, wherever possible, with the street frontage defined by buildings and building orientation.

(l) Non-required, supplemental surface parking associated with an off-premise parking lot within the Gulf Boulevard Redevelopment District shall be limited to a time period not to exceed five years from the date the conditional use permit is originally approved by the city commission.

(m) Conditional use approval for a commercial parking lot in the Bayou Residential Character District shall be limited to two years from the date the conditional use permit is originally approved by the city commission.

(n) Notwithstanding any other provisions or restrictions contained in this Code, all parking lots, that have been permitted in accordance with this Code and in place at the time of adoption of this Ordinance, are considered vested until such time as the owner of the lot chooses to expand or change use of the property.

(o) Non-residential properties located in walkable areas are entitled to a 10% reduction to the total required off-street parking. Walkable areas must abut the following streets:

a. Gulf Boulevard from 35th Avenue to 75th Avenue

b. Blind Pass Road from 75th Avenue to 81st Avenue

The City Commission may modify the walkable areas as needed to adjust for future growth and trends through a Resolution.

Sec. 23.5. Number of parking spaces required.

Regardless of any other requirement of these regulations, each and every separate or individual store, office, or other business shall be provided with at least one off-street parking space, excluding required handicap parking, unless specific provision to the contrary is made herein.

The following minimum off-street parking requirements are applicable to all districts except as otherwise provided herein:

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.

Use	Parking Requirement (spaces)
Automobile Service Station	1 space per bay, plus 3 spaces
Any form of residential <u>Residential, Single-family and Two-family</u>	2 <u>spaces</u> per unit
<u>Residential, Multifamily</u>	1 <u>space</u> per bedroom
<u>Ballrooms, Assembly Halls, and Event Space</u>	1 <u>space</u> per 300 SF floor area
Bar, Nightclub	1 <u>space</u> per 50 <u>100</u> SF floor area
Bed and Breakfast	1 space per guest room plus 1 space for owner or operator
Convenience Store	1 <u>per 200 SF floor area</u>
Grocery Store	1 <u>space</u> per 100 <u>200</u> SF floor area
Legitimate Theatre	1 <u>space</u> per 3 seats
Marina or Commercial Docks:	
Boat slips/live aboard	1- 0 <u>space</u> per boat slip
High and dry slips	1- 0 <u>space</u> per 4 boat slips or fraction thereof
Boat slips/non-live aboard	1- 0 <u>space</u> per 4 boat slips or fraction thereof
Office	1 <u>space</u> per 300 SF floor area
Place of Worship	1 <u>space</u> per 3 seats in auditorium or chapel area
Restaurant	1 <u>space</u> per 100 SF floor area
Retail/ <u>Convenience</u> Sales and Service	1 <u>space</u> per 200 <u>300</u> SF floor area
Schools <u>Educational Facility</u>	3 spaces per 1,000 square feet of floor area, plus one for each teacher
Vehicle Rental	1 <u>space</u> per 200 SF floor area, must be marked as customer spaces plus one for each rental vehicle
Theater, Movie	1 <u>per 3 seats</u>

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.

Transient Accommodations (including small retail and fitness facilities)	1 per transient accommodation unit, plus 1 additional per 10 transient accommodation units, plus additional parking for accessory facilities in accordance with the following: <u>0.9 per transient accommodation unit plus additional parking for accessory facilities as listed below.</u>
Office space (<u>Transient Accommodations</u>)	1 <u>space</u> per 300 SF floor area
Retail and Restaurant space (<u>Transient Accommodations</u>)	1 <u>space</u> per 200 SF floor area
Ballroom, lobby area, conference and meeting rooms (<u>Transient Accommodations</u>) , and fitness facilities	<u>1 space per 600</u> 1,000 SF floor area

- (a) In instances of new construction or facility expansion involving the establishment of outdoor seating areas or other accessory or supplemental uses, the number of required parking spaces shall be increased in accordance with the above table such that parking is adequate to accommodate the entire area of use, both internal and external to the structure; provided, however, outdoor dining or outdoor drinking areas shall not be required to provide additional parking when the outdoor dining or outdoor drinking area is less than 500 square feet or is located on a private sand beach affiliated with a temporary lodging establishment. Any portion of the outdoor dining or outdoor drinking area greater than 500 square feet not located on a private sand beach affiliated with a temporary lodging establishment shall be included as gross floor area for the purposes of calculating off-street parking requirements at the rate set forth in the above table or as otherwise provided by this Code.
- (b) Parking spaces that are in excess of the number of spaces required by this division shall be constructed as grass parking, turf block or in a parking structure.
- (c) Where a project is intended to be developed in phases, the city manager may approve the development of a parking area intended to serve each phase as it is developed.
- (d) All ~~retail~~ non-residential projects over 5,000 square feet shall be required to provide a minimum of five bicycle rack spaces, or a number of bicycle rack spaces equal to ten percent of the required number of vehicle parking spaces, whichever is greater.
- (e) For properties zoned CRD-EA, permitted non-residential and transient accommodation uses are exempt from the minimum parking standards above. Residential uses shall provide the required off-street parking in the table above.
- (f) For ~~commercial~~ non-residential properties located in the Downtown Redevelopment District, additional parking shall be required for a change of use only if there is an increase in the floor area of an existing building or construction of additional buildings

upon a determination by the city that there is inadequate space to increase ~~on-site~~ off-street parking in accordance with city requirements.

Sec. 23.9. Shared off-street parking.

- (a) Two or more owners or operators of buildings or uses requiring off-street parking facilities may make collective provision for such facilities, provided that the total of such parking spaces when combined or used together shall not be less than the sum of the requirements computed separately, except in accordance with the requirements of this section. Any arrangement for combined off-street parking shall be subject to the filing of a legal instrument satisfactory to the city manager, or designee, ensuring that such off-street parking will be maintained in the future so long as a use or uses requiring such off-street parking continue.
- (b) No part of an off-street parking area required for any building or use shall be included as a part of an off-street parking area similarly required for another building or use except as shared parking as set forth below.
- (c) The city manager, or designee, may approve shared parking facilities for developments or uses with different operating hours or different peak business periods if the shared parking complies with ~~the~~ all of the following standards:
 - (1) Shared parking may not be used to satisfy the off-street parking standards for upper-story residential uses.
 - (2) Shared parking spaces must be located within 600 feet of the primary entrance of all uses served. Required parking spaces reserved for persons with disabilities shall meet all requirements of the Florida Accessibility Code.
 - (3) Shared parking areas for uses located in a nonresidential district shall not be located in any residential district.
 - (4) Those wishing to use shared parking as a means of satisfying off-street parking requirements must submit a shared parking analysis to the city manager, or designee, that clearly demonstrates the feasibility of shared parking. The study must be provided in a form established by the city manager, or designee, and made available to the public. It must address, at a minimum, ~~the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces.~~
 - a. The size and type of the proposed development;
 - b. The composition of tenants;
 - c. The anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces;
 - d. The number of spaces to be shared;

- e. Times and days parking is being shared;
 - f. Any restrictions to the sharing of parking spaces;
 - g. Provide the parking spaces required per code for each business sharing;
 - h. Provide a diagram of the parking lot and indicate areas that are being shared (if space specific); and
 - i. A termination clause if the agreement is discontinued.
- (5) A shared parking plan shall be enforced through written agreement among all owners of record. The owner of the shared parking area shall enter into a written agreement with the ~~county with enforcement running to the county~~ City of St. Pete Beach providing that the land comprising the parking area shall never be disposed of except in conjunction with the sale of the building which the parking area serves so long as the facilities are required; and that the owner agrees to bear the expense of recording the agreement and such agreement shall bind his or her heirs, successors, and assigns. An attested copy of the agreement between the owners of record shall be ~~submitted to the city manager for recordation in a form established by the city manager~~ recorded with the County. Recordation of the agreement must take place before issuance of a building permit or certificate of occupancy for any use to be served by the shared parking area. A shared parking agreement may be revoked only if all required off-street parking spaces will be provided on-site in accordance with the off-street parking schedules in this section. The written agreement shall be voided by the city if other off-street facilities are provided in accord with these zoning regulations.
- (6) Where the uses subject to a shared parking agreement change, the city manager, or designee, shall have the authority to require a revised shared parking study and a new shared parking agreement when the revised shared parking study indicates additional parking is required.
- (7) Non-residential uses with excess off-street parking or having available off-street parking during non-business hours can make such parking available to the public, through administrative approval by the City Manager, or designee. An application and parking management plan must be submitted to the City and include the following:
- (a) The parking spaces available to the public;
 - (b) The operating hours of the business;
 - (c) The hours the off-street parking will be sold;
 - (d) Proof that the off-street parking is underutilized/identifying the amount of excess parking if the plan includes spaces to be sold during operating hours;
 - (e) An enforcement plan; and

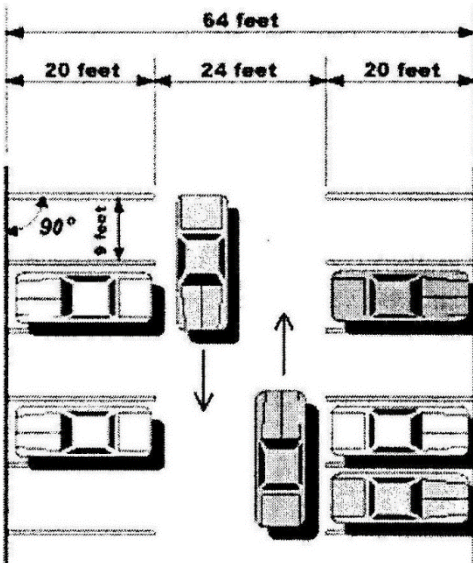
- (f) The City Manager, or designee, may adopt additional rules and regulations necessary for the administration and enforcement of this subsection.

Sec. 23.11. Parking construction and design requirements.

- (a) General construction *requirements*.
- (1) All driveway and off-street parking areas shall be constructed of ~~asphaltic~~ concrete, concrete, pavers or equal on a properly constructed and compacted base unless an alternative is approved by the city.
 - (2) No slag, rock, pea gravel or other loose type of material shall be used.
 - (3) All driveway aprons within the public rights-of-way shall be constructed of concrete.
 - (4) All points of ingress/egress from parking areas to public rights-of-way shall be constructed only upon approval from the city or other public agency having jurisdiction over the right-of-way.
 - (5) All establishments with surface parking lots must provide, at a minimum, clearly delineated pedestrian access, separated from traffic lanes, from the public sidewalk to the parking area.
 - (6) Surface parking lots containing 100 parking spaces or more shall provide pedestrian walkways through the parking area. Walkways shall connect pedestrian activity such as, but not limited to, public sidewalks, public recreation trails, transit stops, street crossings, bicycle parking facilities, buildings and store entry points, and central features and community spaces.
 - a. Location.
 - (i) For parking rows perpendicular to the principal building front façade, pedestrian walkways shall be located at a minimum of one pedestrian walkway every 200 feet.
 - (ii) For parking rows parallel to the principal building front façade, pedestrian walkways shall be incorporated adjacent to a series of aligned landscape islands with a minimum of one walkway for every 25 parking spaces.
 - b. Dimensions. Pedestrian walkways required by this subsection shall be a minimum of five feet in width. The five-foot width shall not include any vehicle overhangs. A landscaped area not less than four feet wide shall abut the entire length of the walkway and shall include one shade tree per 30 linear feet, shrubs, accent plants and groundcovers.
 - c. Identification. Pedestrian walkways shall be clearly identified. Pedestrian benches along the walkways are recommended, but not required. Pedestrian walkways which cross vehicular aisles or driveways shall be distinguished by a contrasting paving material such as pavers, bricks, stamped asphalt, or scored concrete.

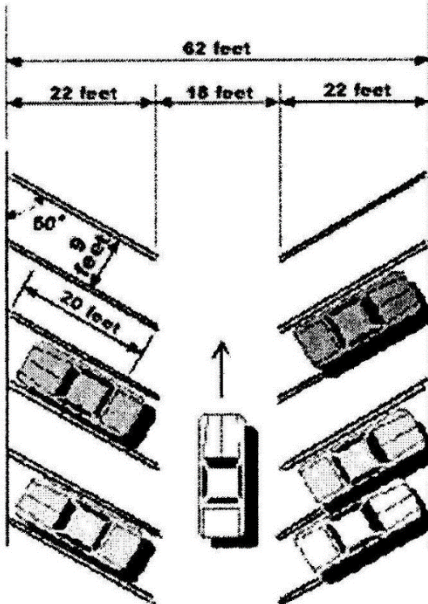
- d. The City Manager, or designee, may modify the pedestrian walkway standards if the applicant can demonstrate that some other form of pedestrian circulation would be suitable for the site and would provide equivalent pedestrian safety.
- (7) Parking lots and buildings should be designed to allow connections with establishments on adjacent properties, allowing drivers and pedestrians to cross property lines without returning to the street.
- (8) Where a surface parking lot abuts an existing sidewalk, a five-foot-wide buffered landscaping area should be provided containing shade trees or other greenery.
- (9) Where a parking area is abutting, or is across an alley from, any residential use or residential zoning district, the parking area shall be screened from view with either a solid landscape buffer or a masonry wall a minimum of six feet tall.
- (10) Where a driveway intersects a sidewalk located within the right-of-way, the portion of the sidewalk that crosses the driveway shall have a consistent finish and color as the abutting sidewalk and be visually delineated with expansion joints. The abutting property owner shall be responsible for maintaining the sidewalk in good condition and repair with no cracks or voids larger than one inch. Where a drive lane intersects a sidewalk located within the adjoining public rights-of-way, the sidewalk shall be delineated with expansion joints or contrasting surface materials.
- (b) *Single-family and two-family residential.*
 - (1) For each single family and two-family zoning lots there shall be no more than two driveways providing access to one street, however, in the case of corner lots, no more than three driveways shall be permitted for any lot.
 - (2) ~~The minimum width of any driveway shall be 12 feet, and the maximum width of any driveway shall be 24 feet measured along the property line.~~ Standard driveway. Driveways shall measure no less than 10 feet in width and no more than 20 feet as the driveway crosses the property line. The driveway approach shall measure no more than 26 feet at the curb, which includes two three-foot by seven-foot triangular flares.
- (c) All other uses.
 - (1) In addition to meeting the general construction requirements of paragraph (a) above, all off-street parking areas shall be designed and constructed in accordance with the dimensional requirements illustrated below, except that in developments requiring more than 50 total parking spaces, a maximum of 25 percent of such spaces may be designed for compact car parking (8 feet by 16 feet) ~~and may be as small as 8 feet by 16 feet in dimension.~~ Up to 10 percent of those spaces may be designed for motorcycles and/or scooters (4 feet by 10 feet) and/or golf carts 6 feet by 10 feet, where permitted to operate. Any such space provided must be identified by legible signage as a compact car, motorcycle and/or scooter, or golf cart parking space, where applicable.

- A. *Parallel*. The dimensional requirements for parallel parking spaces are nine feet in width and 24 feet in length.
- b. *Perpendicular – 90 Degree*. The dimensional requirements for this configuration are:



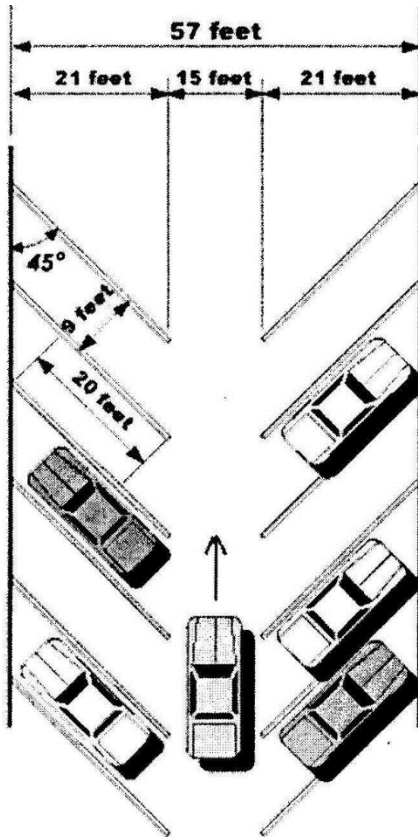
Description	Dimension
Parking space width	9 feet
Parking space length	20 feet
Driving aisle width (2-way)	24 feet
Two rows plus aisle width	64 feet

- e. *Angled – 60 Degree*. The standard dimensions for this configuration are:



Description	Dimension
Parking space width	9 feet
Parking space length	20 feet
Driving aisle width (1-way)	18 feet
Two rows plus aisle width	62 feet

- f. *Angled – 45 Degree*. The standard dimensions for this configuration are:



Description	Dimension
Parking space width	9 feet
Parking space length	20 feet
Driving aisle width (1-way)	15 feet
Two rows plus aisle width	57 feet

Sec. 23.12. Off-street loading spaces.

All transient accommodation uses having food service, convention and/or meeting room facilities that in total floor area exceed 10,000 square feet and all nonresidential uses exceeding 10,000 square feet in floor area shall be required to provide one off-street loading space for the first 10,000 square feet and one additional off-street loading space for each additional 10,000 square of floor area or part thereof as follows:

- (a) *Dimensions.* The minimum dimensions of any required off-street loading space shall be a clear horizontal area of 12 feet by 30 feet, exclusive of platforms and piers, and a clear vertical space 14 feet high. For vehicle sales facilities, the loading space shall be large enough to accommodate at least one full size vehicle transport truck.
- (b) *Changes in uses.* When the use of a structure or land or any part thereof is changed to a use requiring off-street loading facilities, the full amount of off-street loading spaces required shall be supplied and maintained. When any structure is enlarged or any use extended so that the size of the resulting occupancy requires off-street loading space, the full amount of such space shall be supplied and maintained for the enlarged structure or extended use.
- (c) *Accessibility.* Each off-street loading space shall be directly accessible from a street or alley without crossing or entering any other required off-street loading space. Such

loading space shall be accessible from the interior of the building it serves and shall be arranged for convenient and safe ingress and egress by motor truck or motor truck and trailer combinations, and so no truck or trailer shall be required to back from such facilities directly onto public streets.

- (d) *Construction.* All off-street loading areas shall be constructed of asphaltic concrete, concrete or equal on a properly constructed and compacted base unless an alternative is approved by the city.
- (e) *Use restricted.* Off-street loading areas shall not be used for sales, dead storage, repair, dismantling or servicing of any type or kind.
- (f) *Shared off-street loading.* Collective, joint or combined provisions for off-street loading facilities for two or more buildings or uses may be made, upon the approval of the city, provided that such off-street loading facilities are sufficient in size and capacity to meet the combined requirements of the several buildings or uses and are designed, located and arranged to be usable thereby.
- (g) *Loading areas.* Loading areas shall be screened from view with a solid masonry wall measuring at least six feet in height. Where the loading area is abutting, or across an alley from, any residential use or residential zoning district, the loading area shall be screened from view with a solid masonry wall measuring at least eight feet in height. The required screening wall(s) shall not be in conflict with other sections of this code and shall be architecturally finished to match the building.

~~Sec. 23.14. -- Fee in lieu of required on-site parking.~~

- ~~(a) The amount of any on-site parking required under section 23.5 of this Code for development in the Downtown Redevelopment District may be reduced by the payment of the fee as established by resolution of the City Commission.~~
- ~~(b) Any money collected by the city under this section may be used only for the purchase of land for, or the construction, maintenance, or operation of on or off-street municipal parking facilities created by this fund, and any other costs associated with the provision of municipal parking in the Downtown Redevelopment District.~~

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
 PUBLISHED: _____
 SECOND READING: _____
 PUBLIC HEARING: _____

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

 Alan Johnson, Mayor

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 _____, 2022.

 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.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH**

Agenda Report

Issue Considered: Resolution 2022-07: Election Results

Date: March 22, 2022

Prepared By: Amber LaRowe, City Clerk

Through:

Summary of Issue: In accordance with Section 38.12 of the Code of Ordinances, the City delegates the certification of votes to the Pinellas County Canvassing Board. On March 16, 2022 the Canvassing Board certified the official results of said election for District 1 as noted on the attached.

Funding: NA

Requested Motion: I move to adopt Resolution 2022-07.

Attachments: 1. Res 2022-07 Election Results

RESOLUTION 2022-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR THE ACCEPTANCE OF THE VOTES CAST IN THE MUNICIPAL ELECTION HELD MARCH 15, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach Municipal Election was held on March 15, 2022, to elect a City Commissioner from District 1.

WHEREAS, the City Commission previously authorized the Pinellas County Canvassing Board to canvass and provide the results of the March 15, 2022, Municipal Election.

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 votes cast in the Municipal Election are as follows:

District 1 City Commissioner

Total Votes Cast: 563 (# of votes)

Votes Cast for Terri Finnerty: <u>212</u>	% of Votes Cast: <u>37.66%</u>
Votes Cast for Chris Graus: <u>351</u>	% of Votes Cast: <u>62.34%</u>

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS 22nd DAY OF MARCH 2022.

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

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2022-08: Florida Fish and Wildlife Grant

Date: March 22, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: **WHEREAS**, the City Commission of the City of St. Pete Beach desires to improve the boat ramp access by the Don Cesar within the City.

WHEREAS, the City of St. Pete Beach will be applying for a grant from the Florida Fish and Wildlife Conservation Commission through there Boating Infrastructure Grant Program (BIFP)

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

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

SECTION 2. The City Commission hereby authorizes the City Manager to sign the grant application to the Florida Fish and Wildlife Commission

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

Funding: N/A

Requested Motion: I move to adopt Resolution 2022-08.

Attachments: 1. Resolution 2022-08 BIGP Grant

RESOLUTION 2022-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A GRANT APPLICATION FOR THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (BIGP); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to improve the boat ramp access by the Don Cesar within the City.

WHEREAS, the City of St. Pete Beach will be applying for a grant from the Florida Fish and Wildlife Conservation Commission through there Boating Infrastructure Grant Program (BIFP)

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

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

SECTION 2. The City Commission hereby authorizes the City Manager to sign the grant application to the Florida Fish and Wildlife Commission

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2022.

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

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney