



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, February 28, 2023
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the February 28, 2023 City Commission Agenda.

2. Audience Comments -

Public participation is encouraged. If you wish to address the City Commission, please fill out a speaker's 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 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.

3. Consent -

a. February 13, 2023 City Commission Minutes

b. Request authorization of expenditures in the amount of \$64,740.80 under the continuing engineering services contract with Halff Associates, Inc. for 45th Avenue Drainage Improvements Pumping vs Gravity Evaluation.

c. Request authorization of expenditures not to exceed the annual reclaimed water lateral replacement program budget, as may be amended, to QRC, Inc., approving the services agreement and authorizing the City Manager to execute the original contract and all renewal options for Annual Water and Reclaimed Water Repair and Extensions.

d. Request authorization of expenditures in the amount of \$32,629.91 CIAC, and \$10.50 monthly rental increase under the Duke Energy Lighting Proposal WO# 44583090 for streetlight replacements on the west side of Pass-a-grille Way from 1st Ave through 11th Ave.

e. Request authorization of expenditures in the amount of \$34,865.00 with K.B. Industries, Inc. and \$8,269.20 with Gilliam Construction LLC for Perma-Drive installation.

4. Action Items -

a. Joint Generator Purchase for use in Secondary EOC

Joint purchase of a generator with the City of Treasure Island and the City of South Pasadena for use at the secondary Emergency Operations Center.

Action Request: Motion to authorize the expenditure of \$52,183 for the City's portion (1/3 of project cost) of a joint generator purchase with the cities of Treasure Island and South Pasadena for use in the secondary Emergency Operations Center (EOC).

b. Emergency Valve Replacement

Authorize the expenditure of \$490,226 to Kamminga & Roodvoets, Inc.

Action Request: Motion to authorize the expenditure of \$490,226 with Kamminga & Roodvoets, Inc. for Emergency Valve Replacement.

5. Ordinances -

a. First Reading Ordinance 2023-02: Beach Ordinance

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 6 – ALCOHOLIC BEVERAGES, ARTICLE I – IN GENERAL; SECTION 6-5 – CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES; CHAPTER 14 – ANIMALS, ARTICLE I – IN GENERAL; SECTION 14-2 – FEEDING WILD BIRDS IN PUBLIC PLACES, ARTICLE II – DOGS, REMOVING SECTION 14-35 – PROHIBITED ON SAND BEACHES; CHAPTER 58 – PARKS AND RECREATION, ARTICLE I - RECREATION; AMENDING SECTION 58-1 – DEFINITIONS; CHAPTER 58 – PARKS AND RECREATION, ARTICLE II – CITY PARKS AND FACILITIES; REMOVING SECTION 58-23 – VENDING IN CITY PARKS; AMENDING SECTION 58-25 – PROHIBITED ACTIVITIES IN CITY PARKS; ESTABLISHING SECTION 58-31 – SLEEPING DURING NIGHTTIME PROHIBITED; CHAPTER 62 – PEDDLERS AND SOLICITATORS, ARTICLE II – COMMERCIAL SOLICITATIONS; DIVISION 2 – PERMIT; REMOVING SECTION 62-59 – APPLICATION; QUALIFICATIONS; CONTENTS; DIVISION 3 – REGULATIONS; REMOVING SECTION 62-93 – SPECIFIC RESTRICTIONS ON SOLICITATION ON SAND BEACH AREAS; CHAPTER 94 – WATERWAYS, ARTICLE III – BEACHES, DIVISION 1 – GENERALLY; SECTION 94-66 – DEFINITIONS; SECTION 94-67 – PENALTIES; REMOVING SECTION 94-68 – CHAIRS, TABLES, UMBRELLAS; REMOVING SECTION 94-69 – PICNICS AND FOOD CONSUMPTION; REMOVING SECTION 94-70 – SLEEPING DURING NIGHTTIME PROHIBITED; REMOVING SECTION 94-71 – TIKI HUTS; REMOVING SECTION 94-72 – TEMPORARY STRUCTURES; REMOVING SECTION 94-73 – VEHICLE PERMITS; DIVISION 2 – BEACH MAINTENANCE REGULATIONS; REMOVING SECTION 94-101 – REQUIREMENTS; REMOVING SECTION 94-102 – PROHIBITIONS; REMOVING SECTION 94-103 – EXEMPTIONS; AMENDING THE LAND DEVELOPMENT CODE DIVISION 25 – COASTAL PROTECTION AND CONSERVATION; REMOVING SECTION 25.9 – PERMIT REQUIRED; DIVISION 44 – MARINE TURTLE PROTECTION;

REMOVING SECTION 44.3 – PROHIBITION OF ACTIVITIES DISRUPTIVE TO MARINE TURTLES; ESTABLISHING CHAPTER 95 – BEACHES; SECTION 95-1 INTENT AND PURPOSE; SECTION 95-2 – DEFINITIONS; SECTION 95-3 – PENALTIES; SECTION 95-4 – CHAIRS, TABLES, UMBRELLAS; SECTION 95-5 – PICNICS AND FOOD CONSUMPTION; SECTION 95-6 – TIKI HUTS; SECTION 95-7 TEMPORARY STRUCTURES; SECTION 95-8 – VEHICLE PERMITS; SECTION 95-9 – BEACH MAINTENANCE REGULATIONS; SECTION 95-10 – PROHIBITIONS ON SAND BEACH; SECTION 95-11 – ANIMALS PROHIBITED ON SAND BEACHES; SECTION 95-12 – DISTRIBUTION OF HANDBILLS AND OTHER ADVERTISING; SECTION 95-13 – FISHING ON THE BEACH; SECTION 95-14 – FEEDING WILD BIRDS AND SEABIRDS; SECTION 95-15 – FIREWORKS; SECTION 95-16 – MICRO-MOBILITY; SECTION 95-17 – VENDING IN CITY PARKS; SECTION 95-18 – SOLICITATION; SECTION 95-19 – PROHIBITION OF ACTIVITIES DISRUPTIVE TO MARINE TURTLES; SECTION 95-20 – PERMIT REQUIRED; SECTION 95-21 – SPECIAL EVENTS ON THE BEACH; AND SECTION 95-22 – TRANSIENT LODGING FACILITIES; RENUMBERING SECTIONS ACCORDINGLY; 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 2023-02.

b. First Reading Ordinance 2023-03: Schedule A Beach Fees

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO APPENDIX A OF THE CODE OF ORDINANCES; 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 2023-03.

6. Items for Discussion -
7. City Clerk, City Manager, City Attorney and City Commission Reports -
8. 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.**

DRAFT
City Commission Meeting
February 13, 2023
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Chris Graus, Vice Mayor, Commissioner, District 1
Mark Grill, Commissioner, District 2
Ward Friszolowski, Commissioner, District 3
Melinda Pletcher, Commissioner, District 4 – entered at 6:02 p.m.

STAFF PRESENT:

Alex Rey, City Manager
Matthew McConnell, Assistant City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer
Vince Tenaglia, Assistant City Manager

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

1. APPROVAL OF THE AGENDA

Commissioner Grill requested the addition of electric vehicle (EV) charging to the agenda as item 6.a.

Motion: Commissioner Friszolowski moved, Vice Mayor Graus seconded, and the motion carried 4-0 to approve the February 13, 2023 City Commission Agenda. Commissioner Pletcher entered the meeting as the vote was taken.

2. AUDIENCE COMMENTS

John Kurzman, resident, commented on beach access for residents especially around the hotels, ownership rights vs. resident rights, and legal customary use.

John Kurzman, on behalf of Lisa Kurzman, resident, commented on the Comprehensive Plan and the combining of lots.

Deborah Schechner, resident, echoed the concerns and questions expressed by Mr. Kurzman and would like the City to focus on beach access rights for the residents.

Dickman Law Firm will research legal customary use and access rights and bring back an update to the City Commission.

3. CONSENT

- a. January 24, 2023 City Commission Meeting Minutes**
- b. Don CeSar Boat Ramp Feasibility Study**
- c. Don CeSar Boat Ramp Feasibility Study – FBIP Grant**
- d. Suntan Memorandum of Understanding Renewal**
- e. Alleyway Improvements between 18th Avenue and 19th Avenue**
- f. Ratification of the 5th Trustee to the Police Pension Board**

Betty Rzewnicki, resident, left a voicemail regarding comments and concerns on items 3.b. and 3.c. She requests

that the Commission carefully review the location of the Don CeSar Boat Ramp and the viability of that location. Consideration should be made for the public to provide ample input and review before final decisions are made.

The Commission agreed that the Feasibility Study should be performed; however significant public comment will be requested before any decisions are made.

Motion: Commissioner Friszolowski moved, Vice Mayor Graus seconded, and the motion carried 5-0 to approve the February 13, 2023 Consent Agenda as presented by the City Manager.

4. ACTION ITEMS

a. Horan Playground Proposal

Jennifer McMahon, Chief Operating Officer, explained that this request is to remove and replace the current equipment at Horan Park with new and updated ADA compliant equipment and surfacing. The equipment and surfacing will be in the same location as the current playground.

Deborah Schechner, resident, requested that the City consider Lido Park for the renovations as this playground is heavily utilized and is becoming quite dilapidated.

It was confirmed that staff is preparing Lido Park for updates in FY 2024.

Motion: Commissioner Grill moved, Commissioner Friszolowski seconded, and the motion carried 5-0 to authorize the City Manager to enter into a purchasing agreement with Project Innovations, Inc. in the amount of \$119,929.36 for Horan Park playground equipment and surfacing.

b. Dickman Law Firm Retainer Agreement

Andrew Dickman, City Attorney, appeared telephonically to discuss this item. He stated that the only change to what is prepared in the Agenda packet is that monthly invoices will be prepared with a summary sheet and distributed to the City Commission for their review. This will allow further transparency and the ability of the Commission to call and discuss any questions they may have.

Commissioner Grill discussed whether there is a process in place for the verification of the Attorney's invoicing.

Commissioner Friszolowski agreed with Mr. Dickman's suggestion for further review of the invoices.

Commissioner Pletcher commented on the modest increase to the fee structure as presented, stating that Dickman Law Firm has been consistently supportive and trustworthy throughout their tenure with the City.

Commissioner Grill expressed his opinions on the invoice process and review, stating that he is not sure that this method is best.

The consensus was to go with the approach as expressed by Attorney Dickman and reevaluate as needed.

Motion: Vice Mayor Graus moved, Commissioner Pletcher seconded, and the motion carried 4-1 to approve the revised City Attorney Retainer Agreement effective March 1, 2023. Commissioner Grill voted no.

5. ORDINANCES

a. Ordinance 2023-01: Supplemental Budget Appropriations

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

Vince Tenaglia, Assistant City Manager, gave a presentation on the Ordinance. This presentation included the annual budget and finance calendar, re-appropriations summary, the current financial position, proposed new expenditures, and the recommendation by the Finance and Budget Review Committee. A copy of the presentation is made a part of the record.

Motion: **Commissioner Friszolowski moved, Vice Mayor Graus seconded, and the motion carried 5-0 to adopt Ordinance 2023-01.**

6. ITEMS FOR DISCUSSION

a. EV Chargers (added)

Commissioner Grill would like the City to consider an EV charging policy for the charging stations that are owned, installed, and maintained by the City. Example: Freebee contract does not say that the City will provide charging or pay for the charging of their vehicles; however, they have been charging at the City's stations. Another consideration is the benefit to employees that charge their personal vehicles at the stations at no cost to them.

Mayor Johnson agrees with Commissioner Grill and believes that those who need to use the charging stations for non-city vehicles should be paying to do so; it should not be a City expense.

Alex Rey, City Manager, agrees that the charging station should be for City vehicle use only and will do more research to bring a policy forward.

Commissioner Grill would like consideration by the City to seek reimbursement from Freebee for the years that they have been charging at the City's expense.

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

Alex Rey, City Manager—mentioned the streetlights north of 76th Avenue -- Blind Pass and Gulf Way. The City is planning to move along to the next neighborhood in Belle Vista where there will be about 300 more lights replaced. Before the City proceeds, he requested feedback from the Commission after they have had a chance to look at the new lights in District 1. There will be a slight cost increase for these lights due to the fixtures being more expensive; however, the maintenance and electricity cost is less.

Mr. Rey displayed a road resurfacing map that shows the plans for the next few years. This map will be uploaded on the City's website tomorrow for the public to view.

He then updated the Commission on the undergrounding work along Gulf Boulevard. Because this is a multi-year project, it cannot only be done during the off-season. The plans are to not impede the flow of traffic too much; however, for safety reasons, it may occur from time to time during the project.

Commissioner Pletcher—commented on the Women's Club luncheon tomorrow. She wished everyone a Happy Valentine's Day.

Vice Mayor Graus—encouraged everyone to go look at the new LED lights. He wished everyone a Happy Valentine’s Day.

Mayor Johnson—stated that at the last Forward Pinellas meeting it was mentioned that Pinellas Suncoast Transit Authority is considering keeping the SunRunner free.

Mayor Johnson adjourned the meeting at 7:51 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

St. Pete Beach City Commission Agenda Report

Action Request: Request authorization of expenditures of \$64,740.80 under the continuing engineering services contract with Halff Associates, Inc. for 45th Avenue Drainage Improvements Pumping vs Gravity Evaluation.

Strategic Objective: Sustainability

Date: February 28, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: In 2019, Halff Associates, Inc. completed the 30% design documents for the 45th Avenue drainage area improvements. The 30% design identified the need to upsize the existing drainage outfall pipes to meet the design requirements and reduce stormwater flooding in the area.

This work effort was stopped at 30% design due to the infeasibility of installing a larger pipe between two private residences in very close proximity. The City is proposing a new Task Order from Halff to perform an alternatives analysis for the 45th Avenue Drainage Improvements project, evaluating two alternative concepts for drainage improvements within the project area. These alternatives include:

1. Construct a gravity system with a new outfall adjacent to the Boca Ciega Isle bridge.
2. Construct a gravity collection system that transfers flow to a new stormwater pump station and force main that discharges to Boca Ciega Bay.

The City will then utilize the recommendations of this evaluation to select an alternative to proceed with the design and construction of drainage improvements to the 45th Avenue stormwater system.

Funding:

Fund: Stormwater
Account: 103.6108.537.5658
Available Budget: \$300,000

Attachments:

Task Order from Halff, Inc.
Award Analysis

**Reviewed by the
City Manager:**



January 26, 2023

Mr. Brett E. Warner, PE
Assistant Public Works Director
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

**RE: 45th Avenue Drainage Improvements/Pumping Vs. Gravity Evaluation (TO #2023-01)
St. Pete Beach, Florida**

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order 2023-01 to provide the City of St. Pete Beach (CLIENT) with the professional engineering services to evaluate two (2) alternatives associated with the 45th Avenue Drainage Improvements. Upon completion of this study, Halff will prepare a Preliminary Engineering Report that includes design considerations, permitting requirements and Opinion of Probable Construction Costs. The following options will be evaluated:

- A gravity system with a new outfall adjacent to the Boca Ciega Isle Bridge
- A gravity collection system that transfers flow to a new stormwater pump station and force main that discharges to intercoastal waters

These services and scope will be in compliance with our Continuing Services Contract for Professional Design Services dated January 12, 2021.

To assist with this task, Halff will be retaining:

- Dennis Benham – Topographic Survey

Please review, sign, and return the attached to me.

Sincerely,

Halff Associates, Inc.

A handwritten signature in blue ink that reads "H. Phillip Keyes".

H. Phillip Keyes, PE
Vice President, Public Infrastructure

Attachment

Cc: 42109.025

HALFF ASSOCIATES, INC.

1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FL 33602

TEL (813) 620-4500
FAX (813) 221-4980

WWW.HALFF.COM



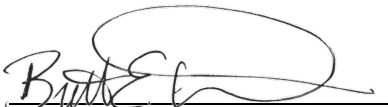
Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	January 5, 2023
<i>Firm Selected for Task</i>	Halff Associates, Inc.
<i>Task (Project) Name</i>	45th Avenue Drainage Improvements/Pumping Vs. Gravity Evaluation
<i>Task Description (and other relevant details)</i>	The tasks included in the scope of work include: • Kick-off Meeting and Site Visit • Subconsultant Coordination • Topographic Survey • Utility Coordination • Stormwater Modeling • Permitting Evaluation • Summary Letter Report
<i>Task Budget</i>	\$64,740.80
<i>Task Proposal Due Date</i>	January 30, 2023

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order: 2023-01

_____ Alex Rey City Manager City of St. Pete Beach	_____ Date
 Brett Warner Assistant Public Works Director City of St. Pete Beach	_____ 2/13/2023 Date

 _____ H. Phillip Keyes, PE Vice President – Public Infrastructure Halff Associates, Inc.	_____ 1/26/23 Date
---	--------------------------



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Engineering Services
Task Order #2023-01

Mr. Brett E. Warner, City Engineer
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
bwarn@stpetebeach.org

January 26, 2023
42109.025

RE: 45th Avenue Drainage Improvements/Pumping Vs. Gravity Evaluation (TO #2023-01)

Site Location

County: Pinellas County
Latitude: 27.7196

State: Florida
Longitude: -82.7341

Dear Mr. Warner:

Background and Scope of Services

In February 2019, Halff Associates, Inc. (Halff) completed the 30% design documents for 45th Avenue Vicinity Drainage Improvements. At that time, the opinion of probable construction cost (OPCC) for the project was estimated at approximately \$2,264,000. The 30% design identified that the existing outfall pipes were going to be upsized. This solution and work effort was suspended due to the concerns of the existing narrow drainage easements and proximity of the existing homes to the installation of these improvements. This scope of services is to develop a Summary Letter Report (SLR) that evaluates two alternative concepts for drainage improvements within the project area as follows:

- Construct a gravity system with a new outfall adjacent to the Boca Ciega Isle Bridge
- Construct a gravity collection system that transfers flow to a new stormwater pump station and force main that discharges to intercoastal waters

This Task Order will be consistent with the terms and conditions associated with our Continuing Services Contract for Professional Design Services dated January 12, 2021.

The following scope of services provides the professional engineering services to prepare the SLR as previously described. Existing relevant data/information developed in the 30% design documents dated February 2019 will be used, as appropriate, and will be supplemented with new required information to develop SLR. Attachment A illustrates the project limits.

The following provides a detailed task breakdown of the scope of services, schedule, and fee for the project.

Scope/Intent and Extent of Services

Task 1 - Kick-off Meeting and Site Visit

Attend a project kick-off meeting with the Client's project manager to review specific concept parameters.

Deliverables:

PDF of meeting notes

Task 2 - Subconsultant Coordination

Halff will coordinate the services of the subconsultants identified in this scope. Subconsultant Professional Service Fees are included in this budget.

Task 3 - Topographic Survey

A comprehensive design level survey will be developed for the project area identified in Attachment A. The survey limits will be within street rights-of-way and easements at a vertical accuracy necessary to provide an understanding of the direction of existing drainage patterns. This survey will also identify all visible above grade existing utilities information and invert/size/material of gravity piping when accessible and all other pertinent information required to develop design drawings. This scope is based on the understanding that the City will mark its facilities and request the same from any utility franchises located within the right-of-way prior to initiation of field survey. NAD 83 (State Plane Coordinates) and NAVD 88 (datum for elevations) will be used to develop the survey.

The survey will be performed under the direct supervision of a Licensed Florida Land Surveyor. Surveys will be prepared in accordance with the Standards of Practice per the Florida State Board of Surveyors.

Deliverables:

AutoCAD file and a signed and sealed PDF of the Topographic survey.

Task 4 - Utility Coordination

Coordinate with Pinellas County and private utility services and collect available information.

Deliverables:

PDF of private and public utilities correspondence.

Task 5 - Stormwater Modeling

The ICPR/WaterCAD Software models will be used to evaluate the following options:

- A gravity system with a new outfall adjacent to the Boca Ciega Isle Bridge
- A gravity collection system that transfers flow to a new stormwater pump station and force main that discharges to intercoastal waters

Deliverables:

Model output report showing proposed pipe sizes hydraulic grade line, outfall and stormwater pump station locations.

Task 6 – Permitting Evaluation

Halff will conduct a single-day field review of the project area. The purpose of this task is to obtain a general understanding of the current site conditions and document any listed species and submerged aquatic resources that may be present so that potential permitting requirements can be identified in advance and appropriately addressed. If there are any regulatory constraints to construction of the project due to listed species or submerged aquatic vegetation, detailed recommendations on how to resolve the constraints prior to initiating construction activities will be provided.

Halff will also review the project plans as they relate to the existing habitat conditions and provide detailed information as to what types of environmental permits will be required and with which agencies permit applications will need to be submitted. Such agencies may include the US Army Corps of Engineers (USACE), Pinellas County, and the Southwest Florida Water Management District (SWFWMD).

Deliverables:

Summary of the results of the field review and environmental permitting that will be required prior to construction. This will be included in the Preliminary Engineering Report.

Task 7 – Summary Letter Report (SLR)

Halff will prepare a Draft SLR for City review. Comments received from the City regarding the Draft report will be appropriately addressed in the Final SLR.

Deliverables:

Deliverables will include submittals (PDFs) of the Draft and Final SLR for City review. An Opinion of Probable Construction Cost (OPCC) will also be included with each submittal. The final submittal documents will be signed and sealed. Two weeks are included in the schedule for City review and comment. City comments of the Draft will be addressed and included in the Final SLR.

Schedule

Upon receipt of a fully executed copy of this Task Order, Halff shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

See attached Project Schedule.

Fee

Task #	Task Description	Project Manager \$238.70	Senior Project Engineer \$233.40	Senior Environmental Scientist \$201.57	Project Engineer \$148.53	GIS Specialist \$100.79	Administrative Assistant \$79.57	Total
1	Kick-off Meeting Site Visit	4	4				2	\$2,047.54
2	Sub Consultant Coordination	2	8		6		4	\$3,554.06
3	Topographic Survey-Sub Consultant							\$8,300.00
4	Utility Coordination	1	4		12	4		\$3,357.82
5	Stormwater Modeling	4	30		100			\$22,809.80
6	Permit Requirements Review							
	Field Review			8			4	\$1,930.84
	Permitting Evaluation	1	2	12			2	\$3,283.48
7	Summary Letter Report							
	Draft and Final Exhibits	4	8		24	12		\$7,596.20
	Opinion of Probable Construction Cost	4	8		32			\$7,574.96
	Summary Letter Report	2	8		12		2	\$4,286.10
Reimbursables								\$0.00
Hours		12	48	20	118	4	12	
Total		\$5,251.40	\$16,804.80	\$4,031.40	\$27,626.58	\$1,612.64	\$1,113.98	\$64,740.80

Notes:

- The total lump sum fee will not exceed \$64,740.80 without prior written approval from the City

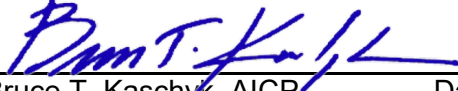
Supplemental Services

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of Services, and which are agreed to be performed by Halff by written addenda to this Agreement shall be considered Supplemental Services for which the CLIENT shall compensate Halff at an agreed upon lump sum fee or the Halff current hourly rates for the actual personnel involved in the tasks.

Halff Associates, Inc.



H. Phillip Keyes, PE 1/26/23
Vice President, Public Infrastructure Date
Project Manager
Halff Associates, Inc.



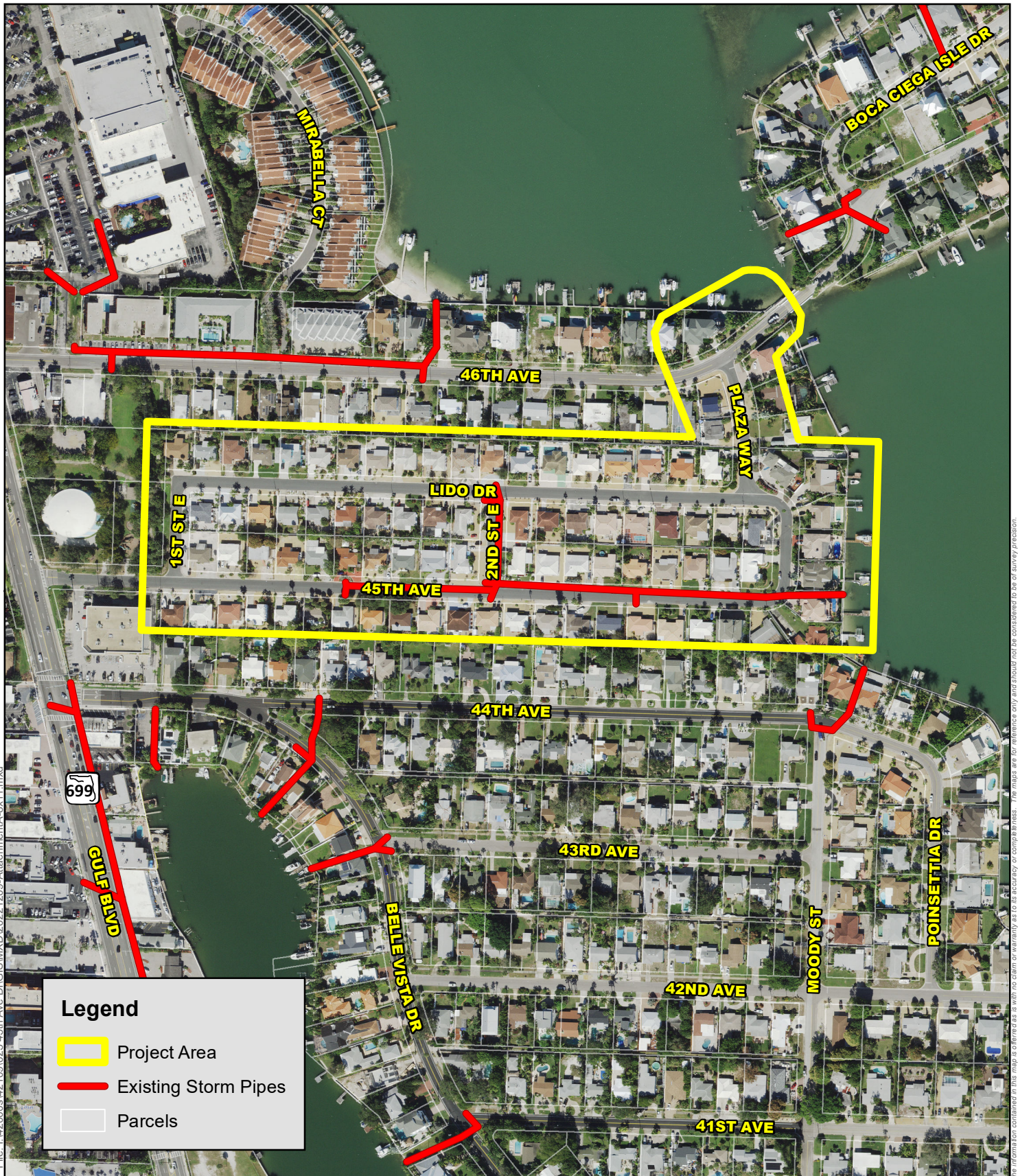
Bruce T. Kaschyk, AICP 1/26/23
Sr. Vice President Date
Halff Associates, Inc.

Accepted By:

CLIENT Signature Date

Typed/Printed Name and Title

ATTACHMENT A



1000 N. Ashley Drive,
 Suite 900
 Tampa, FL 33602
 813.620.4500

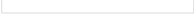


Attachment A Location Map

45th Ave
 Vicinity DI

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Nov	Dec	Qtr 1, 2023 Jan	Feb	Mar	Qtr 2, 2023 Apr	May	Jun	Qtr 3, 2023 Jul	Aug
1	45th Avenue DI Project Schedule	121 days	Mon 3/13/23	Tue 7/11/23										
2	Kickoff Meeting and Site Visit	14 days	Mon 3/13/23	Sun 3/26/23										
3	Topographic Survey	45 days	Mon 3/13/23	Wed 4/26/23										
4	Utility Coordination	45 days	Mon 3/13/23	Wed 4/26/23										
5	Stormwater Modeling	60 days	Mon 4/24/23	Thu 6/22/23										
6	Permit Requirements Review	30 days	Mon 3/13/23	Tue 4/11/23										
7	Summary Letter Report	30 days	Mon 6/12/23	Tue 7/11/23										

Project: 42109.025 Project Sche Date: Wed 1/25/23	Task		Manual Task		Deadline	
	Split		Duration-only		Path Predecessor Milestone Task	
	Milestone		Manual Summary Rollup		Path Predecessor Summary Task	
	Summary		Manual Summary		Path Predecessor Normal Task	
	Project Summary		Start-only		Progress	
	Inactive Task		Finish-only		Manual Progress	
	Inactive Milestone		External Tasks			
	Inactive Summary		External Milestone			

SUBS

Keyes, H. Phillip

From: djbenham@yahoo.com
Sent: Tuesday, December 13, 2022 10:15 AM
To: Keyes, H. Phillip
Subject: RE: 45th Ave Drainage improvements

Updated scope and fee

1. Prepare a Topographic and Right of Way for the project.
2. Survey will be prepared relative to the Florida State Plane Coordinate System, West Zone. 1983-2011 adjustment.
3. Perform a bench run and set two on-site bench marks. Elevations will be relative to the North American Vertical Datum (NAVD) of 1988.
4. Establish right of way limits.
5. Collect topographic data within right of way limits.
6. Locate storm sewer and sanitary sewer structures within the limits of survey. Inverts and pipe sizes will be obtained.
7. Locate trees five inches (5") in diameter and greater within the limits of survey.
8. Locate above ground evidence of utilities and utility markings within the limits of survey as delineated by others.
9. Obtain spot elevations on the seawall on each side of canal. Areas of damage will be identified.
10. Obtain spot elevations on bottom of canal to extended twenty feet (20') from seawall.
11. Locate bridge over the canal. Utilities that have been attached to bridge will be delineated.
12. Upon completion, prepare survey drawings to delineate the results of the survey. PDF and DWG files will be supplied.

LUMP SUM FEE: \$8,300.00

The City of St. Pete Beach
AWARD ANALYSIS

Solicitation Information

- A. Issue Date:** September 2, 2020
- B. Posted:** Legal Ad on the City's Website; Tampa Bay Times Publication
- C. Date and Time for Offer Receipt:** October 2, 2020
- D. Timely Offers Received:** Eighteen (18)

Solicitation Process & Proposal Evaluation:

- On, September 2, 2020 a Request for Qualifications (RFQ) was issued in compliance with the City's procurement policies. The solicitation was posted on the City's website as well as the Tampa Bay Times.
- On October 2, 2020, the City received 18 proposals from Alpha Corporation, Ayres Associates, Inc., Cardno, Inc., CPH Inc., Deuel and Associates, J. Foster Consulting, George F. Young, Halff Associates, Inc., Hyatt Survey Services, Inc., Kimley Horn and Associates, Inc., Land and Water Engineering Services, Madrid CPWG, McKim and Creed, McLaren Engineering Group, Pennoni Associates, Inc., Reiss Engineering, Inc., Stanley Consultants, and Wright-Pierce, Inc.
- The evaluation committee reviewed the proposals and selected the below six (6) firms in the following categories:

Vertical Construction	Planning	Roads and Water Management	Resiliency	Survey
Halff Associates, Inc.	Alpha Corporation	Cardno, Inc.	Alpha Corporation	George F. Young
Kimley Horn and Associates, Inc.	Cardno, Inc.	George F. Young	Cardno, Inc.	Hyatt Survey Services, Inc.
	George F. Young	Halff Associates, Inc.	Halff Associates, Inc.	
	Halff Associates, Inc.	Kimley Horn and Associates, Inc.	Kimley Horn and Associates, Inc.	
	Kimley Horn and Associates, Inc.			

- E. Price Review/Negotiation Record:** The proposals from Alpha Corporation, Cardno, Inc., George F. Young, Halff Associates, Inc., Hyatt Survey Services, Inc., and Kimley Horn and Associates, Inc. were reviewed and

determined to be fair and reasonable.

F. Determination of Responsibility: A responsibility review was conducted at the time of award and Alpha Corporation, Cardno, Inc., George F. Young, Halff Associates, Inc., Hyatt Survey Services, Inc., and Kimley Horn and Associates, Inc. were not listed on the federal government's debarred /suspended list (<https://www.sam.gov>) nor do they appear on the State of Florida List Of Convicted/Suspended/Discriminatory Vendor lists.

G. Determination and Recommendation: Alpha Corporation, Cardno, Inc., George F. Young, Halff Associates, Inc., Hyatt Survey Services, Inc., and Kimley Horn and Associates, Inc. were determined to be responsible vendors and therefore, eligible for award.

Contract Information

Contracts were awarded to Alpha Corporation, Cardno, Inc., George F. Young, Halff Associates, Inc., Hyatt Survey Services, Inc., and Kimley Horn and Associates, Inc.

H. Term of Award: Three (3) Years with Two (2) One (1) Year Options

I. Type of Award: Contract

Task Order Information

J. Description: 45th Avenue Drainage Improvements

K. Contractor: Halff Associates, Inc.

L. Price Review: The Procurement Manager reviewed the contract pricing against the Task Order and it was determined that the Task Order for the 45th avenue drainage improvements is considered fair and reasonable.

M. Determination of Responsibility: A responsibility review was conducted at the time of award. Halff Associates, Inc. was not listed on the federal government's debarred /suspended list (<https://www.sam.gov>) nor do they appear on the State of Florida List Of Convicted/Suspended/Discriminatory Vendor lists.

N. Determination and Recommendation: Halff Associates, Inc. is determined to be a responsible vendor and therefore, eligible to perform the work assigned under this Task Order.

Prepared: Sharon Spellman _____
Procurement Manager

St. Pete Beach City Commission Agenda Report

Action Request: Request authorization of expenditures of \$34,865.00 with K.B. Industries, Inc. and \$8,269.20 with Gilliam Construction LLC for Perma-Drive installation.

Strategic Objective: Resiliency: Road Infrastructure

Date: February 28, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Much of the City is very flat, with many areas having very minor slope to convey stormwater to drainage structures. This causes water ponding in small areas and we routinely received complaints from the residents about this. Until now, the existing solutions are not cost effective given the magnitude of the problem.

However, staff has been looking for a way to implement a cost-effective remedy to this problem and has identified Perma-Drive as a potential solution.

Perma-Drive is an all-stone porous pavement that is durable enough to be used for roadway applications and parking stalls and will allow standing water to percolate into the groundwater table instead of standing on the street surface.

Installation will include removing a 2 foot wide strip of asphalt from the locations shown on the included maps and installing Perma-Drive. KBI will perform the placement of the product but does not perform the preparation work. The City has requested a quote from Gilliam Construction LLC to perform the preparatory work under our existing unit price Concrete Brick and Mortar repair contract entered into by the City on December 9th, 2020.

The City requested a proposal from K.B. Industries, Inc. (KBI) to test KBI's Perma-Drive porous pavement product at two locations in the City that experience significant ponding water due to lack of adequate surface drainage. These two locations are Bay Street from Gulf Winds Drive to 64th Avenue and the City Hall parking spaces along Corey Avenue

Funding:

Fund: Stormwater
Account: 103.6108.537.5469
Available Budget: \$136,952

Attachments:

KBI Proposal for City Hall Perma-Drive
KBI Proposal for Bay Street Perma-Drive
Quote from Gilliam Construction LLC
Proposed Installation Locations
Perma-Drive Details

**Reviewed by the
City Manager:**

CITY OF ST. PETE BEACH, FLORIDA
AGREEMENT TO “PIGGY-BACK”

Annual Water and Reclaimed Water Repair and Extensions

The City of St. Pete Beach, (hereinafter “City”) enters this Agreement to “piggy-back” (the “Agreement”) with QRC, Inc. (hereinafter “Vendor”). The City and Vendor together shall be referred to as the “Parties.”

WHEREAS, Vendor is currently under contract with Pinellas County for Reclaimed Water Repair (the “Pinellas County”).

WHEREAS, the City desires to purchase from QRC, Inc.

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 Reclaimed Water Repair 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 Reclaimed Water Repair 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 terms of Reclaimed Water Repair Contract and as follows:

1. Recitals. 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. Exhibits. The following Exhibits shall be attached, incorporated and made a part of this Agreement:
 - a. Vendor’s original contract (Exhibit “A”)
 - b. Florida Public Records Law (Exhibit “B”)

4. Notices. 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:

QRC, Inc.
Attn: Harry Haney, Jr. - President
2326 Sofia Drive
Lutz, FL 33558

As to City:

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

With Copy To:

qrcontractors@verizon.net

With Copy To:

cityattorney@stpetebeach.org

5. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
6. Effective Date and Term of Agreement. This agreement shall become effective on February 28, 2023 and shall remain in effect until September 21, 2024. This agreement may be extended for an additional three (3) one (1) year options.
7. Options. The City may exercise an option (if applicable) under this contract by written note to the Contractor within the term of the contract. If feasible, the City shall give the preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the City to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract. If the City exercises the option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) months from contract award.
8. Funds. 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 Contractor.

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

QRC, 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”
(Vendor’s Original Contract)

EXHIBIT “B”

(Florida Public Records Law)

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

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

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

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

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

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

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

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

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

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

May 6, 2022

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Annual Water and Reclaimed Water Repair and Extensions
FY2022-FY2024

BID NUMBER: 22-0397-CP-MJ

BID SUBMITTAL IS DUE: STEP 1 Tuesday, May 10, 2022, by 3:00 PM
STEP 2 Thursday, May 26, 2022, by 3:00 PM

ADDENDUM NO. 1

Following is additional information, clarifications, questions, and responses relative to referenced Bid (ITB):

CHANGES:

- Updated Bid Submittal Sheet - The Bid Submittal Sheet has been revised and is attached to this addendum titled "SECTION F – Bid Submittal Sheet-ADD1.xls". Please use this version.

QUESTION(S)/RESPONSE(S):

1. Question: In the invitation to bid on page 33 or 86, Section H, it seems that a number is missing from ,000.00 on the bottom line.

Response: Should be 1,000.00. Nothing is missing on page 86.

2. Question: In the past, Pinellas County has put a pay item with an amount for mobilization, both routine response and emergency response, in the contract. without this being in the current bid, would the county be able to give an average job cost per mobilization for both emergency and routine work?

Response: The average job cost for Pay Item No. 101-0100-0001, MOBILIZATION FOR ROUTINE RESPONSE has been \$4,000.00. The average job cost for Pay Item No. 101-0100-0002, MOBILIZATION FOR EMERGENCY RESPONSE has been \$9,000.00.

3. Question: Can the County please explain what pay items 102-104: temp signalization & maintenance-intersection and 102-107-1: temp traffic detection & maintenance-intersection include as there is no measurement of payment in contract documents.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



Response: The Contractor shall provide the Engineer with a proposal for the MOT that includes a break down of the costs, which are included in the MOT price, and receive written acceptance from the Engineer prior to the installation of the MOT. Pay items 102-104 and 102-107-1 include all labor and material required to provide the traffic signal for lane closures as shown on the Contractor's proposed MOT plan(s). Measurement and payment will be per Each Day.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section **H**, Page **65** under Addendum No.1 and return with completed bid package.

Sincerely,

A handwritten signature in cursive script that reads "Merry Celeste".

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

ANNUAL POTABLE WATER & RECLAIMED WATER REPAIR SERVICES FY2022 - FY2024
PID NO. 002246E
BID NO. 22-0397-CP

ADDENDUM NO. 1

					Vendor
Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
GROUP A - MOBILIZATION					
101-0100-0001	MOBILIZATION FOR ROUTINE RESPONSE	20.00	EA	\$ 4,000.00	\$ 80,000.00
101-0100-0002	MOBILIZATION FOR EMERGENCY RESPONSE	8.00	EA	\$ 9,000.00	\$ 72,000.00
GROUP A - MOBILIZATION Subtotal				13,000.00	\$ 152,000.00
GROUP B - PIPELINE INSTALLATION					
120-0020	EXCAVATION, UNSUITABLE MATERIAL	200.00	CY		\$ -
121-1000	FLOWABLE CONCRETE FILL	200.00	CY		\$ -
125-3001	SELECT BEDDING AND BACKFILL MATERIAL - GRAVEL	100.00	CY		\$ -
PW-330521-202-02P17RJF	DIRECTIONAL BORE 2" RESTRAINED JOINT PVC SDR-17 INCLUDING FITTINGS	100.00	LF		\$ -
PW-330521-202-02PE9	DIRECTIONAL BORE 2" HDPE DR-9	4,300.00	LF		\$ -
PW-330521-202-04FP18	DIRECTIONAL BORE 4" FUSIBLE OR RESTR. JT. C900 PVC PIPE DR18	100.00	LF		\$ -
PW-330521-202-04PE11	DIRECTIONAL BORE 4" HDPE DR-11	200.00	LF		\$ -
PW-330521-202-06FP18	DIRECTIONAL BORE 6" FUSIBLE OR RESTR. JT. C900 PVC PIPE DR 18	200.00	LF		\$ -
PW-330521-202-06PE11	DIRCTIONAL BORE 6" HDPE DR-11	200.00	LF		\$ -
PW-330521-202-08FP18	DIRECTIONAL BORE 8" FUSIBLE OR RESTR. JT. C900 PVC PIPE DR18	500.00	LF		\$ -
PW-330521-202-08PE11	DIRECTIONAL BORE 8" HDPE DR-11	1,000.00	LF		\$ -
PW-330521-202-10PE11	DIRECTIONAL BORE 10" HDPE DR-11	100.00	LF		\$ -
PW-330522-202-12FP18	DIRECTIONAL BORE 12" FUSIBLE OR RESTR. JT. C900 PVC PIPE DR18	500.00	LF		\$ -
PW-330522-202-12PE11	DIRECTIONAL BORE 12" HDPE DR-11	300.00	LF		\$ -
PW-330522-202-14PE11	DIRECTIONAL BORE 14" HDPE DR-11	100.00	LF		\$ -
PW-331101-105-9001	OUT OF SERVICE MAIN GROUTING	25.00	CY		\$ -
PW-331101-105-90204	DISCONNECT AND PLUG 2" OR 4" W.M./RCW	4.00	EA		\$ -
PW-331101-105-90406	DISCONNECT AND PLUG 6" OR 8" W.M./RCW	4.00	EA		\$ -
PW-331101-105-91012	DISCONNECT AND PLUG 10" OR 12" W.M./RCW	3.00	EA		\$ -
PW-331101-304-02P17RJF	2" PVC RESTRAINED PIPE SDR 17 INCLUDING FITTINGS	100.00	LF		\$ -
PW-331101-304-02P21	2" PVC PIPE SDR-21 INCLUDING FITTINGS	100.00	LF		\$ -
PW-331101-304-04D	4" D.I. PIPE CLASS 350	20.00	LF		\$ -
PW-331101-304-04DRJF	4" D.I. RESTRAINED PIPE CLASS 350	20.00	LF		\$ -
PW-331101-304-04P18	4" PVC PIPE C900 DR 18	100.00	LF		\$ -
PW-331101-304-04P18RJF	4" PVC RESTRAINED PIPE C900 DR 18	50.00	LF		\$ -
PW-331101-304-04PE11	4" HDPE DR 11, DIPS OD	50.00	LF		\$ -
PW-331101-304-06D	6" D.I. PIPE CLASS 350	200.00	LF		\$ -
PW-331101-304-06DRJF	6" D.I. RESTRAINED PIPE CLASS 350	300.00	LF		\$ -
PW-331101-304-06918	6" PVC PIPE C900 DR 18	2,000.00	LF		\$ -
PW-331101-304-06P18RJF	6" PVC RESTRAINED PIPE C900 DR 18	1,000.00	LF		\$ -
PW-331101-304-06PE11	6" HDPE DR 11, DIPS OD	100.00	LF		\$ -
PW-331101-304-08D	8" D.I. PIPE CLASS 350	300.00	LF		\$ -
PW-331101-304-08DRJF	8" D.I. RESTRAINED PIPE CLASS 350	1,700.00	LF		\$ -
PW-331101-304-08P18	8" PVC PIPE C900 DR 18	1,000.00	LF		\$ -
PW-331101-304-08P18RJF	8" PVC RESTRAINED PIPE C900 DR 18	300.00	LF		\$ -
PW-331101-304-08PE11	8" HDPE DR 11, DIPS OD	100.00	LF		\$ -
PW-331101-304-10D	10" D.I. PIPE CLASS 350	50.00	LF		\$ -
PW-331101-304-10DRJF	10" D.I. RESTRAINED PIPE CLASS 350	50.00	LF		\$ -
PW-331101-304-10P18	10" PVC PIPE C900 DR 18	200.00	LF		\$ -
PW-331101-304-10P18RJF	10" PVC RESTRAINED PIPE C900 DR 18	200.00	LF		\$ -
PW-331101-304-10PE11	10" HDPE DR 11, DIPS OD	50.00	LF		\$ -
PW-331101-304-12D	12" D.I. PIPE CLASS 350	200.00	LF		\$ -
PW-331101-304-12DRJF	12" D.I. RESTRAINED PIPE CLASS 350	100.00	LF		\$ -

ANNUAL POTABLE WATER & RECLAIMED WATER REPAIR SERVICES FY2022 - FY2024
PID NO. 002246E
BID NO. 22-0397-CP

ADDENDUM NO. 1

					Vendor
Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PW-331101-304-12P18	12" PVC PIPE C900 DR 18	200.00	LF		\$ -
PW-331101-304-12P18RJ	12" PVC RESTRAINED PIPE C900 DR 18	2,000.00	LF		\$ -
PW-331101-304-12PE11	12" HDPE DR 11, DIPS OD	100.00	LF		\$ -
PW-331101-304-14PE11	14" HDPE DR 11, DIPS OD	50.00	LF		\$ -
PW-331101-304-02RJ	2" RESTRAINED JOINT	20.00	EA		\$ -
PW-331101-304-04RJ	4" RESTRAINED JOINT	40.00	EA		\$ -
PW-331101-304-06RJ	6" RESTRAINED JOINT	316.00	EA		\$ -
PW-331101-304-08RJ	8" RESTRAINED JOINT	208.00	EA		\$ -
PW-331101-304-10RJ	10" RESTRAINED JOINT	10.00	EA		\$ -
PW-331101-304-12RJ	12" RESTRAINED JOINT	80.00	EA		\$ -
PW-331101-304-90204	2" - 4" PIPE & APPURTENANCES OVER DEPTH EXCAVATION	200.00	LF		\$ -
PW-331101-304-90608	6" - 8" PIPE & APPURTENANCES OVER DEPTH EXCAVATION	500.00	LF		\$ -
PW-331101-304-91012	10" - 12" PIPE & APPURTENANCES OVER DEPTH EXCAVATION	200.00	LF		\$ -
PW-331101-305-90204	REMOVE OUT OF SERVICE PIPE 2" OR 4"	400.00	LF		\$ -
PW-331101-305-90608	REMOVE OUT OF SERVICE PIPE 6" OR 8"	600.00	LF		\$ -
PW-331101-305-91012	REMOVE OUT OF SERVICE PIPE 10" OR 12"	600.00	LF		\$ -
PW-331101-308-02SC	2" SLEEVED CONNECTION	6.00	EA		\$ -
PW-331101-308-04SC	4" SLEEVED CONNECTION	15.00	EA		\$ -
PW-331101-308-06SC	6" SLEEVED CONNECTION	20.00	EA		\$ -
PW-331101-308-08SC	8" SLEEVED CONNECTION	30.00	EA		\$ -
PW-331101-308-10SC	10" SLEEVED CONNECTION	10.00	EA		\$ -
PW-331101-308-12SC	12" SLEEVED CONNECTION	10.00	EA		\$ -
PW-331101-308-90204RD	REVERSE DEADMAN FOR 2" TO 4" PIPE	12.00	EA		\$ -
PW-331101-308-90608RD	REVERSE DEADMAN FOR 6" TO 8" PIPE	10.00	EA		\$ -
PW-331101-308-91012RD	REVERSE DEADMAN FOR 10" TO 12" PIPE	12.00	EA		\$ -
PW-331101-308-C153	DUCTILE IRON PIPE FITTINGS	12.00	TN		\$ -
PW-331101-309-02RW	2" RESIL. WEDGE GATE VALVE AND BOX	18.00	EA		\$ -
PW-331101-309-04RW515	4" RESIL. WEDGE GATE VALVE AND BOX	6.00	EA		\$ -
PW-331101-309-06RW515	6" RESIL. WEDGE GATE VALVE AND BOX	13.00	EA		\$ -
PW-331101-309-08RW515	8" RESIL. WEDGE GATE VALVE AND BOX	13.00	EA		\$ -
PW-331101-309-10RW515	10" RESIL. WEDGE GATE VALVE AND BOX	5.00	EA		\$ -
PW-331101-309-12RW515	12" RESIL. WEDGE GATE VALVE AND BOX	6.00	EA		\$ -
PW-331101-310-0002	FIRE HYDRANT ASSEMBLY WITH VALVE (5-1/4")	19.00	EA		\$ -
PW-331101-310-0003	FIRE HYDRANT ASSEMBLY WITHOUT VALVE (5-1/4")	8.00	EA		\$ -
PW-331101-310-9001	RELOCATE FIRE HYDRANT	5.00	EA		\$ -
PW-331101-312-0402TV	4" X 2" TAPPING SADDLE, VALVE AND BOX	2.00	EA		\$ -
PW-331101-312-0404TV	4" X 4" TAPPING SLEEVE, VALVE AND BOX	2.00	EA		\$ -
PW-331101-312-0602TV	6" X 2" TAPPING SADDLE, VALVE AND BOX	8.00	EA		\$ -
PW-331101-312-0604TV	6" X 4" TAPPING SLEEVE, VALVE AND BOX	2.00	EA		\$ -
PW-331101-312-0606TV	6" X 6" TAPPING SLEEVE, VALVE AND BOX	4.00	EA		\$ -
PW-331101-312-0802TV	8" X 2" TAPPING SADDLE, VALVE AND BOX	4.00	EA		\$ -
PW-331101-312-0804TV	8" X 4" TAPPING SLEEVE, VALVE AND BOX	2.00	EA		\$ -
PW-331101-312-0806TV	8" X 6" TAPPING SLEEVE, VALVE AND BOX	4.00	EA		\$ -
PW-331101-312-0808TV	8" X 8" TAPPING SLEEVE, VALVE AND BOX	2.00	EA		\$ -
PW-331101-312-1006TV	10" X 6" TAPPING SLEEVE, VALVE AND BOX	3.00	EA		\$ -
PW-331101-312-1008TV	10" X 8" TAPPING SLEEVE, VALVE AND BOX	1.00	EA		\$ -
PW-331101-312-1010TV	10" X 10" TAPPING SLEEVE, VALVE AND BOX	1.00	EA		\$ -
PW-331101-312-1206TV	12" X 6" TAPPING SLEEVE, VALVE AND BOX	6.00	EA		\$ -

ANNUAL POTABLE WATER & RECLAIMED WATER REPAIR SERVICES FY2022 - FY2024
PID NO. 002246E
BID NO. 22-0397-CP

ADDENDUM NO. 1

					Vendor
Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PW-331101-312-1208TV	12" X 8" TAPPING SLEEVE, VALVE AND BOX	10.00	EA		\$ -
PW-331101-314-01LS	1" SERVICE CONNECTION	41.00	EA		\$ -
PW-331101-314-01SS	1" SERVICE CONNECTION (SHORT SIDE)	40.00	EA		\$ -
PW-331101-314-02LS	2" SERVICE CONNECTION	20.00	EA		\$ -
PW-331101-314-02SS	2" SERVICE CONNECTION (SHORT SIDE)	20.00	EA		\$ -
PW-331101-314-15LS	1-1/2" SERVICE CONNECTION	20.00	EA		\$ -
PW-331101-314-15SS	1 1/2" SERVICE CONNECTION (SHORT SIDE)	10.00	EA		\$ -
PW-331101-314-75LS	3/4" SERVICE CONNECTION	69.00	EA		\$ -
PW-331101-314-75SS	3/4" SERVICE CONNECTION (SHORT SIDE)	32.00	EA		\$ -
PW-331101-314-01ST	1" HDPE DR 9, CTS OD (SERVICE LINE TUBING)	500.00	LF		\$ -
PW-331101-314-02ST	2" HDPE DR 9, CTS OD (SERVICE LINE TUBING)	500.00	LF		\$ -
PW-331101-314-15ST	1-1/2" HDPE DR 9, CTS OD (SERVICE LINE TUBING)	1,000.00	LF		\$ -
PW-331101-314-75ST	3/4" HDPE DR 9, CTS OD (SERVICE LINE TUBING)	500.00	LF		\$ -
PW-331101-314-901MBR	1" METER AND BACKFLOW (REMOVE, RELOCATE & RECONNECT)	10.00	EA		\$ -
PW-331101-314-902MBR	2" METER AND BACKFLOW (REMOVE, RELOCATE & RECONNECT)	10.00	EA		\$ -
PW-331101-314-915MBR	1-1/2" METER AND BACKFLOW (REMOVE, RELOCATE & RECONNECT)	10.00	EA		\$ -
PW-331101-314-975MBR	3/4" METER AND BACKFLOW (REMOVE, RELOCATE & RECONNECT)	21.00	EA		\$ -
PW-331101-316-0001	BOLLARD (FIRE HYDRANT GUARD)	8.00	EA		\$ -
PW-331301-000-0206	DISINFECTION OF 2" TO 6" WATER MAIN	15,700.00	LF		\$ -
PW-331301-000-0812	DISINFECTION OF 8" TO 12" WATER MAIN	17,600.00	LF		\$ -
PW-331301-000-1420	DISINFECTION OF 14" TO 20" WATER MAIN	500.00	LF		\$ -
PW-331101-309-01AROS	1" AIR RELEASE ASSEMBLY (OFFSET)	4.00	EA		\$ -
PW-331101-309-02AROS	2" AIR RELEASE ASSEMBLY (OFFSET)	4.00	EA		\$ -
PW-331301-301-0002	2" BLOW-OFF ASSEMBLY PERMANENT	5.00	EA		\$ -
PW-331301-301-004A	4" BLOW-OFF ASSEMBLY, PERMANENT	1.00	EA		\$ -
005-0900	AS-BUILT SURVEY	10.00	EA		\$ -
GROUP B - PIPELINE INSTALLATION Subtotal				0.00	\$ -
GROUP C - PIPELINE POINT REPAIRS & OFFSETS					
PW-331101-500-0002	2" DIAMETER POINT REPAIR	2.00	EA		\$ -
PW-331101-500-0004	4" DIAMETER POINT REPAIR	2.00	EA		\$ -
PW-331101-500-0006	6" DIAMETER POINT REPAIR	4.00	EA		\$ -
PW-331101-500-0008	8" DIAMETER POINT REPAIR	4.00	EA		\$ -
PW-331101-500-0010	10" DIAMETER POINT REPAIR	1.00	EA		\$ -
PW-331101-500-0012	12" DIAMETER POINT REPAIR	1.00	EA		\$ -
PW-331101-500-0016	16" DIAMETER POINT REPAIR	1.00	EA		\$ -
PW-331101-500-0020	20" DIAMETER POINT REPAIR	1.00	EA		\$ -
PW-331101-500-0024	24" DIAMETER POINT REPAIR	1.00	EA		\$ -
PW-331101-501-0002	2" DIAMETER PIPELINE RELOCATION OFFSET	3.00	EA		\$ -
PW-331101-501-0004	4" DIAMETER PIPELINE RELOCATION OFFSET	2.00	EA		\$ -
PW-331101-501-0006	6" DIAMETER PIPELINE RELOCATION OFFSET	3.00	EA		\$ -
PW-331101-501-0008	8" DIAMETER PIPELINE RELOCATION OFFSET	2.00	EA		\$ -
PW-331101-501-0010	10" DIAMETER PIPELINE RELOCATION OFFSET	1.00	EA		\$ -
PW-331101-501-0012	12" DIAMETER PIPELINE RELOCATION OFFSET	1.00	EA		\$ -
PW-331101-501-0016	16" DIAMETER PIPELINE RELOCATION OFFSET	1.00	EA		\$ -
PW-331101-601-0006	INITIAL EXCAVATION, 0' - 6' DEPTH	8.00	EA		\$ -
PW-331101-601-0608	INITIAL EXCAVATION, 6' - 8' DEPTH	6.00	EA		\$ -
PW-331101-601-0810	INITIAL EXCAVATION, 8' - 10' DEPTH	4.00	EA		\$ -
PW-331101-601-1012	INITIAL EXCAVATION, 10' - 12' DEPTH	4.00	EA		\$ -

ANNUAL POTABLE WATER & RECLAIMED WATER REPAIR SERVICES FY2022 - FY2024
PID NO. 002246E
BID NO. 22-0397-CP

ADDENDUM NO. 1

					Vendor
Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PW-331101-601-1214	INITIAL EXCAVATION, 12' - 14' DEPTH	2.00	EA		\$ -
PW-331101-601-1416	INITIAL EXCAVATION, 14' - 16' DEPTH	2.00	EA		\$ -
PW-331101-602-0006	ADDITIONAL EXCAVATION, 0' - 6' DEPTH	100.00	LF		\$ -
PW-331101-602-0608	ADDITIONAL EXCAVATION, 6' - 8' DEPTH	100.00	LF		\$ -
PW-331101-602-0810	ADDITIONAL EXCAVATION, 8' - 10' DEPTH	50.00	LF		\$ -
PW-331101-602-1012	ADDITIONAL EXCAVATION, 10' - 12' DEPTH	50.00	LF		\$ -
PW-331101-602-1214	ADDITIONAL EXCAVATION, 12' - 14' DEPTH	30.00	LF		\$ -
PW-331101-602-1416	ADDITIONAL EXCAVATION, 14' - 16' DEPTH	10.00	LF		\$ -
PW-331101-650-0608	WELL POINT DEWATERING, INITIAL, 6' - 8' DEPTH	12.00	EA		\$ -
PW-331101-650-0810	WELL POINT DEWATERING, INITIAL, 8' - 10' DEPTH	4.00	EA		\$ -
PW-331101-650-1012	WELL POINT DEWATERING, INITIAL, 10' - 12' DEPTH	2.00	EA		\$ -
PW-331101-650-1214	WELL POINT DEWATERING, INITIAL, 12' - 14' DEPTH	2.00	EA		\$ -
PW-331101-650-1416	WELL POINT DEWATERING, INITIAL, 14' - 16' DEPTH	2.00	EA		\$ -
PW-331101-650-1699	WELL POINT DEWATERING, INITIAL, > 16' DEPTH	2.00	EA		\$ -
PW-331101-651-0608	WELL POINT DEWATERING, ADDITIONAL, 6' - 8' DEPTH	10.00	EA		\$ -
PW-331101-651-0810	WELL POINT DEWATERING, ADDITIONAL, 8' - 10' DEPTH	10.00	EA		\$ -
PW-331101-651-1012	WELL POINT DEWATERING, ADDITIONAL, 10' - 12' DEPTH	10.00	EA		\$ -
PW-331101-651-1214	WELL POINT DEWATERING, ADDITIONAL, 12' - 14' DEPTH	5.00	EA		\$ -
PW-331101-651-1416	WELL POINT DEWATERING, ADDITIONAL, 14' - 16'	5.00	EA		\$ -
PW-331101-651-1699	WELL POINT DEWATERING, ADDITIONAL, > 16' DEPTH	5.00	EA		\$ -
GROUP C - PIPELINE POINT REPAIRS & OFFSETS - Subtotal				0.00	\$ -
GROUP D - RESTORATION					
200-1000	ROADWAY BASE, LIME ROCK, PRIMED, MIN. LBR 100, VARIABLE THICKNESS	15.00	CY		\$ -
204-1000	ROADWAY BASE, CRUSHED CONCRETE/GRADED AGGREGATE, MIN. LBR 100, VARIABLE	15.00	CY		\$ -
234-1250-000	SUPERPAVE ASPHALT BASE, TYPE B 12.5, VARIABLE THICKNESS	10.00	TN		\$ -
334-3095-000	SUPERPAVE ASPHALT CONCRETE, TYPE SP 9.5, FINE, TRAFFIC LEVEL C, VARIABLE THIC	2.00	TN		\$ -
334-3125-000	SUPERPAVE ASPHALT CONCRETE, TYPE SP 12.5, FINE, TRAFFIC LEVEL C, VARIABLE THI	10.00	TN		\$ -
350-0206	PAVEMENT, CEMENT CONCRETE, 6" MIN. THICKNESS (DRIVEWAYS)	50.00	SY		\$ -
350-0208	PAVEMENT, CEMENT CONCRETE, 8" THICK	50.00	SY		\$ -
353-0100	DRIVEWAY RESTORATION, IN KIND	30.00	SY		\$ -
353-0102	DRIVEWAY RESTORATION, IN KIND, DECORATIVE BLOCK	10.00	SY		\$ -
380-1050	MILLING EXISTING ASPHALT PAVEMENT, 1/2" AVERAGE DEPTH	100.00	SY		\$ -
380-1075	MILLING EXISTING ASPHALT PAVEMENT, 3/4" AVERAGE DEPTH	100.00	SY		\$ -
380-1100	MILLING EXISTING ASPHALT PAVEMENT, 1" AVERAGE DEPTH	200.00	SY		\$ -
520-2000-1000	CURB & GUTTER, CONCRETE, FDOT TYPE A	60.00	LF		\$ -
520-1000-0700	CURB & GUTTER, CONCRETE, FDOT TYPE E	60.00	LF		\$ -
520-1000-1000	CURB & GUTTER, CONCRETE, FDOT TYPE F	60.00	LF		\$ -
520-1315-1000	VALLEY GUTTER, CONCRETE, PCED INDEX 1315	60.00	LF		\$ -
522-1004	SIDEWALK, CONCRETE, 4" MIN. THICKNESS, REMOVE AND REPLACE	100.00	SF		\$ -
522-1006	SIDEWALK, CONCRETE, 6" MIN. THICKNESS, REMOVE AND REPLACE	100.00	SF		\$ -
575-0108	SODDING, IN-KIND	50,000.00	SF		\$ -
GROUP D - RESTORATION - Subtotal				0.00	\$ -
GROUP E - MAINTENANCE OF TRAFFIC					
102-1000-002	FLAGMEN (PER FLAGMAN)	170.00	HR		\$ -
102-104	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	90.00	EA/DY		\$ -
102-107-1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	60.00	EA/DY		\$ -
102-1000-613	MULTI LANE (FDOT INDEX NO. 613)	4.00	EA/DAY		\$ -
102-1000-614	MULTI LANE (FDOT INDEX NO. 614)	4.00	EA/DAY		\$ -

ANNUAL POTABLE WATER & RECLAIMED WATER REPAIR SERVICES FY2022 - FY2024
PID NO. 002246E
BID NO. 22-0397-CP

ADDENDUM NO. 1					Vendor
Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
102-1000-615	MULTI LANE (FDOT INDEX NO. 615)	4.00	EA/DAY		\$ -
102-1000-616	MULTI LANE (FDOT INDEX NO. 616)	4.00	EA/DAY		\$ -
102-1000-617	MULTI LANE (FDOT INDEX NO. 617)	4.00	EA/DAY		\$ -
102-1076	ARROW BOARD - 5' MINIMUM HORIZONTAL SIZE	30.00	EA/DAY		\$ -
102-1099	VARIABLE MESSAGE BOARD	20.00	EA/DAY		\$ -
102-1301	LOW PROFILE BARRIER (FDOT INDEX NO. 412)	50.00	EA/DAY		\$ -
102-1600	SIGN IN WORK ZONE	500.00	EA/DAY		\$ -
711-11-121	6" SOLID LINE THERMO PLASTIC, PERMANENT	50.00	LF		\$ -
711-11-125	24" STOP BAR, SOLID, THERMO PLASTIC, PERMANENT	50.00	LF		\$ -
711-11-141	6" SKIP LINE (6' - 10' SKIP) THERMO PLASTIC, PERMANENT	50.00	LF		\$ -
800-9001	BARRICADE, TYPE III WITH WARNING LIGHT	200.00	EA/DAY		\$ -
800-9002	BARRICADE, TYPE I OR II WITH WARNING LIGHT	500.00	EA/DAY		\$ -
GROUP E - MAINTENANCE OF TRAFFIC - Subtotal				0.00	\$ -
		Base Bid		\$ 13,000.00	\$ 152,000.00
GROUP F - UNSPECIFIED WORK					
9999-1000	GROUP F-UNSPECIFIED WORK	1,100,000.00	EA	\$ 1.00	\$ 1,100,000.00
	Add Base Bid + Unspecified Work for Total Bid	Total Bid		\$ 13,001.00	\$ 1,252,000.00



Merry Celeste, CPPB

Division Director

Purchasing and Risk Management

January 2022

Notice to Pinellas County Prequalified Contractors,

Thank you for your participation over the years in becoming a Pre-qualified Construction Contractor with Pinellas County.

In January 2021, Pinellas County suspended the construction prequalification process allowing contractors to participate in a two-step bid process. With the success of this two-step process the County has determined to suspend the Pinellas County prequalification process indefinitely and will no longer be renewing contractors who previously prequalified through the prequalification committee. For contractors previously prequalified with Pinellas County, you must now either be prequalified with Florida Department of Transportation (FDOT) or submit the prequalification requirements for each new construction bid opportunity.

As pre-qualified construction contractors with Pinellas County your prequalification status has now expired on December 31st, 2021 and is no longer valid. Step 1 submissions will require FDOT prequalification in the appropriate work class or prequalification forms for step 1 submissions. Contractors who are not prequalified with FDOT will need to submit the additional prequalification requirements outlined in the bid documents.

The prequalification process was previously established by the Board of County Commissioners (Board) requiring major construction and renovation purchases in the amount of ,000 or greater be provided by firms applying, submitting specific financial and experience criteria for review and approval by the Prequalification Committee. The Committee's role was to recommend to the County Administrator the category and dollar limit for which applicants may provide their services, with the County Administrator as final approval. The Prequalification was generally sixty (60) days or more with the Committee meeting four times per year, to provide recommendations for County Administrator approval prior to contractors being notified of placement on the prequalified listing, allowing participation in bidding on Pinellas County projects.

The two-step process removes the need for the prequalification process and allows for contractors to be prequalified during step-1 of the bid process each time a bid is advertised.

If you have questions or seek further information, please contact Merry Celeste, Division Director of Purchasing and Risk Management at (727)464-3559.

Thank you.

PLEASE ADDRESS REPLY TO:

400 South Ft. Harrison, Sixth Floor

Clearwater, Florida 33756

Phone: 727) 464-3311

Website: www.pinellascounty.org/purchase

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



INVITATION TO BID

ITB - CONSTRUCTION TWO-STEP

SUBMITTALS ARE OPENED PUBLICLY AND

ARE ACCEPTED VIA PINELLAS EPRO

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: Friday, April 15, 2022

SOLICITATION NUMBER: **22-0397-CP-MJ**

SOLICITATION TITLE: **Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024**

BUDGET: **\$5,385,871.50**

PLANS PREPARED BY: **N/A**

ENGINEER/PROJECT MANAGER IS: **Carlos Solis**

DEADLINE FOR WRITTEN QUESTIONS: Thursday, April 28, 2022 by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q&A - TAB.

ALL SUBMITTALS ARE DUE BY FOR STEP 1 Tuesday, May 10, 2022 by 3:00 PM Eastern Time

ALL SUBMITTALS ARE DUE BY FOR STEP 2 Thursday, May 26, 2022 by 3:00 PM Eastern Time

STEP 2 PUBLIC MICROSOFT TEAMS MEETING Thursday, May 26, 2022 by 3:30 PM Eastern Time

<https://teams.microsoft.com//meetup-join/>

You can also dial in using your phone. (Call in – Audio Only)

United States +1(813)644-3116

Phone Conference ID Password: 380457334#

PRE-CONFERENCE INFORMATION: **NOT APPLICABLE**

SITE VISIT INFORMATION: **NOT APPLICABLE**

SOLICITATION CONTACT INFORMATION:

NAME: **Michelle Jurek**

EMAIL: **mjurek@co.pinellas.fl.us**

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

Please Note:

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

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

AUTHORIZED BY:



Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

VENDORS MUST COMPLETE THE FOLLOWING

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

VENDOR NAME: QRC, Inc. (As shown on W-9)
 DBA: _____ (If applicable)
 MAILING ADDRESS: 2326 Sofia Dr (As shown on W-9)
 CITY / STATE / ZIP: Lutz, FL 33558 (As shown on W-9)
 VENDOR EMAIL: grecontractors@verizon.net (Primary Company Email Address)
 REMIT TO NAME: QRC, Inc. (As Shown on Vendor Invoice)
 FEIN#: 59-3330443 (As shown on W-9)
 PAYMENT TERMS: 0 N/A % no discount DAYS, NET 45 (PER F.S. 218.73)
 DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ Bid Bond 5%

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

VENDOR CONTACT INFORMATION

CONTACT NAME: Harry Haney, Jr - President
 PHONE NUMBER: 813-948-2312
 FAX NUMBER: 813-948-2531
 EMAIL ADDRESS: grecontractors@verizon.net

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS SOLICITATION, INCLUDING ALL INSURANCE REQUIREMENTS, AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SOLICITATION FOR THE VENDOR.

AUTHORIZED SIGNATURE: [Signature]

PRINT NAME: Harry Haney, Jr

TITLE: President

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

TABLE OF CONTENTS

THE MISSION OF PINELLAS COUNTY	2
VENDORS MUST COMPLETE THE FOLLOWING	4
TABLE OF CONTENTS	5
DEFINITIONS	8
SECTION A - GENERAL CONDITIONS	11
1. PREPARATION OF SUBMITTAL	11
2. DESCRIPTION OF GOODS/SERVICES/SUPPLIES	11
3. ALTERNATES	11
4. VENDOR SUBMISSION	11
5. REJECTION OF SUBMISSION	12
6. WITHDRAWAL OF SUBMITTAL	12
7. LATE SUBMISSION OR MODIFICATIONS	12
8. PUBLIC REVIEW AT OPENING	12
9. TABULATION INQUIRIES	12
10. AWARD OF CONTRACT	12
11. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE VENDOR	13
12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS	13
13. PROVISION FOR OTHER AGENCIES	13
14. PUBLIC RECORDS/TRADE SECRETS	13
15. COLLUSION	14
16. CONTRACTOR LICENSE REQUIREMENT	14
17. MATERIAL SAFETY DATA SHEETS REQUIREMENTS	14
18. RIGHT TO AUDIT	14
19. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES"	14
20. COUNTY INDEMNIFICATION	14
21. VARIANCE FROM STANDARD TERMS & CONDITIONS	15
22. ADA REQUIREMENT FOR PUBLIC NOTICES	15
23. "OR EQUAL" DETERMINATION	15
24. INSURANCE	15
25. PROCUREMENT POLICY FOR RECYCLED MATERIALS	15
26. ASBESTOS MATERIALS	16
27. PAYMENT/INVOICES	16
28. TAXES	17
29. TERMINATION	17
30. CONTRACTOR CAPABILITY/REFERENCES	17
31. DELIVERY/CLAIMS	17
32. MATERIAL QUALITY	17
33. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS	17
34. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS	18
35. EXCEPTIONS	18
36. NON-EXCLUSIVE CONTRACT	18
37. LOBBYING	18
38. ADDITIONAL REQUIREMENTS	19
39. ADD/DELETE LOCATIONS SERVICES	19
40. INTEGRITY OF SOLICITATION DOCUMENTS	19
41. PUBLIC EMERGENCIES	19
42. JOINT VENTURES	19
43. CONFLICT OF INTEREST	19
44. PROTEST PROCEDURE	20
45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE	21
46. LUMBER PRODUCED IN STATE OF FLORIDA	22
47. PUBLIC RECORDS – CONTRACTOR'S DUTY	22
48. E-VERIFY	23
49. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986	23
50. TRUTH IN NEGOTIATIONS	23
SECTION B – SPECIAL CONDITIONS	24
1. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION REQUIREMENTS	24

2.	PRE-QUALIFICATION OF BIDDER.....	24
3.	PRICING/PERIOD OF CONTRACT	25
4.	TERM EXTENSION(S) OF CONTRACT	25
5.	PRE-CONFERENCE.....	25
6.	SITE VISIT	25
7.	PRE-COMMENCEMENT MEETING.....	25
8.	BID BOND GUARANTEE.....	25
9.	CONTRACT SECURITY.....	25
10.	BREACH OF CONTRACT.....	26
11.	LICENSES, PERMITS, FEES, AND TAXES	26
12.	COMPLIANCE WITH LAWS	26
13.	QUANTITIES.....	27
14.	QUANTITIES REFLECTED IN PERMITTING DOCUMENTS.....	27
15.	AWARD OF CONTRACT	27
16.	AFTER NOTICE OF AWARD TO CONTRACTOR.....	27
17.	INTENT OF THE CONTRACT DOCUMENTS	27
18.	STORAGE OF MATERIALS	27
19.	SANITATION	28
20.	ERRORS AND OMISSIONS.....	28
21.	CONTRACTORS AND SUBCONTRACTORS.....	28
22.	AUTHORITY OF THE DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER AND DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER'S DESIGNEES/REPRESENTATIVES.....	28
23.	CONTRACT TIME AND TIME EXTENSIONS.....	30
24.	PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS.....	31
25.	LIQUIDATED DAMAGES.....	32
26.	PINELLAS COUNTY'S COMMITMENT TO SAFETY.....	32
27.	CHANGES IN THE WORK	32
28.	CLAIMS AND DISPUTES.....	33
29.	MEASUREMENT AND PAYMENT.....	33
30.	PAYMENTS TO CONTRACTOR.....	34
31.	ACCEPTANCE AND FINAL PAYMENT	35
32.	PAYMENTS WITHHELD	36
33.	COVENANT AGAINST CONTINGENT FEES	36
34.	LANDS FOR WORK AND ACCESS THERETO.....	36
35.	SITE INVESTIGATION	37
36.	PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION	37
37.	OTHER WORK	38
38.	TERMINATION	38
39.	SUBSTITUTIONS/ APPROVED EQUAL(S) PRIOR TO BID OPENING	39
40.	SUBMITTALS AFTER AWARD	40
41.	RIGHT TO AUDIT	42
42.	INTEREST ON JUDGMENTS	43
43.	DRAINAGE	43
44.	SURVEY AND LAYOUT.....	43
45.	CONFORMITY OF WORK WITH PLANS	44
46.	LABORATORY TESTING	44
47.	GUARANTEE OF WORK.....	44
48.	WARRANTY	44
49.	SUBMISSION OF BIDS.....	44
	SECTION C – INSURANCE REQUIREMENTS	46
1.	LIMITATIONS ON LIABILITY.....	46
2.	INDEMNIFICATION	46
3.	INSURANCE:.....	46
	SECTION D – CONTRACTOR REFERENCES	50
	SECTION E – SPECIFICATIONS	51
	SECTION F – BID SUMMARY	52
	SECTION G – BID SUBMITTAL FORM.....	53
	QUALIFICATION SUBMITTAL FORM.....	53
	BID SUBMITTAL OFFICERS FORM	59
	FLORIDA TRENCH SAFETY ACT.....	61

ELECTRONIC PAYMENT (EPAYABLES)	63
W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION	64
SECTION H - ADDENDUM	65
SECTION I – STATEMENT OF NO BID	66
SECTION J – AGREEMENT	67
1. THE CONTRACTOR AGREES	67
2. THE COUNTY AGREES	69
3. IT IS MUTUALLY AGREED	69
4. CONTRACT DOCUMENTS	69
5. PUBLIC RECORDS – CONTRACTOR’S DUTY	70
6. BINDING AGREEMENT	71
SECTION K -BONDS	72
SECTION L – AFFIDAVIT OF RELEASE AND GUARANTEE	78
APPENDIX 1 - PERMITS	79
APPENDIX 2 – SAMPLE CHANGE ORDER	80
APPENDIX 3 – SAMPLE APPLICATION FOR PAYMENT	81
APPENDIX 4 – SPECIAL NOTICES	82
APPENDIX 5 – OTHER UTILITIES	83
APPENDIX 6 – REPORTS	84
APPENDIX 7 – SBE COMPLIANCE FORM	85
APPENDIX 8 – E-VERIFY AFFIDAVIT	86

DEFINITIONS**DEFINITIONS**

Whenever the following terms, or pronouns used in place of them, are used in these Contract Documents they shall have the meanings given below:

Addendum: A modification, revision or clarification of the Plans or other Contract Documents, issued by the Purchasing Department and distributed to prospective Bidders before the bid opening.

Approved Equal: An approved equivalent item that is approved in writing, (via an Addendum to the Agreement), prior to the Bid Opening. Bidder must submit their proposed equivalent item no later than question deadline date on page 1. Any information received after this deadline will not be considered.

Bid Publication: The date on which public notice is made to request a bid/request for proposal for this Project.

Bid/Request for Proposal: The offer to perform the Work described in the Contract Documents at a specified cost.

Architect/Design Professional/Engineer of Record: The Professional Architect/Design Professional/Engineer or Architectural/Design Professional/Engineering Firm contracted by the County and registered in the State of Florida who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the Contract Plans and Specifications. The Architect/Design Professional/Engineer of Record will be a Consultant retained by the County or a county in-house staff member.

Board of County Commissioners: Governing body of Pinellas County hereinafter referred to as the Board.

Calendar Day: Every day shown on the calendar, ending and beginning at Midnight.

Change Order: A written order authorized by the Board or County Administrator, issued by the Design Professional/Engineer/Project Manager, and accepted by the Contractor directing certain changes, additions or reductions in the Work or in the materials used.

Commencement Date: Date established in the Notice to Proceed. Contractor shall commence the Work within fifteen (15) consecutive calendar days or as mutually agreed by the Parties, from the date of the Notice to Proceed.

Consultant: The Professional Engineer/Design Professional or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for the County, other than County personnel. The Consultant may be the Design Professional/Engineer of Record or may provide services through and be subcontracted to the Design Professional/Engineer of Record or maybe providing construction engineering and inspection (CEI) services, as applicable.

Contractor: The General Contractor, the Individual, Partnership or Corporation agreeing to do the Work for the County as Prime Contractor. The Contractor may be referred to interchangeably as Vendor and/or Bidder in this document pending on the contracting phase governed herein.

Contract Documents: All documents referred to herein in addition to all duly executed and issued addenda, legal advertisements and change orders.

Design Professional: A collective term intended to apply to "Architect/Engineer of Record", licensed and registered in the State of Florida, the prime party responsible for the design, engineering, and construction documentation of the project and contracted directly with the Owner.

Engineer: The Engineer, a staff member of the County or his duly authorized representative, acting on behalf of the County.

FDOT: The Florida Department of Transportation.

FDOT Specifications: Florida Department of Transportation, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", (latest edition at time of advertisement), and all supplemental specifications thereto.

Final Acceptance: Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager.

DEFINITIONS

Final Completion: The point in which all Work is complete and all other Agreement requirements have been satisfied.

Inspector: An authorized representative of the Design Professional/Engineer/Project Manager, assigned to make any or all necessary inspections of the Work performed, and materials furnished by the Contractor.

Man Day: A unit of measure for work by one person in a calendar day.

Notice of Award: The formal document informing the Contractor of its successful selection to construct the Project.

Notice to Proceed: Formal written document informing the Contractor to begin the Work, and notifying the Contractor of the architect, project engineer and other agency or person to which the Contractor may submit its payment request or invoice.

Owner: Is Pinellas County, a political subdivision of the State of Florida, herein after referred to as the County.

PCU - Standard Specifications: Pinellas County Utilities (PCU) "Material Specification Manual", "Technical Specifications", "Pump Station Standard Details" and "Standard Details" as described and defined on the Utility Department's website at www.pinellascounty.org/utilities under the Engineering header. Contractor's bid must be based on those standards that are in place as of the Bid Publication date.

PC Special Provisions: Specifications approved by Pinellas County that modify or amend the Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition) ("Standard Specifications"), setting forth conditions that vary from the Standard Specifications and are applicable to a specific type of Project, or a specific set of conditions.

PC Std. Tech. Spec. -- Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition at time of advertisement) shown on the Pinellas County website.

PC Supplemental Specifications: Specifications approved by Pinellas County that are in addition to the Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition) ("Standard Specifications") setting forth conditions that are additional to the Standard Specifications and are applicable to a specific type of Project, or a specific set of conditions.

Plans: Approved drawings or reproductions thereof, showing the location, character, dimension and details of the work to be done as issued by the Design Professional/Engineer.

Project: All Work, materials or equipment (whether or not specifically called for) required to produce the intended result as described within the Contract Documents.

Project Manager: The individual designated by the Owner to represent the owner on all administrative matters related to the Project.

Proposal and Bid Submittal Sheets: Form, as required in Section E.

Punch List: The written compilation of those items identified by the Design Professional/Engineer/Project Manager after Substantial Completion is achieved, which are required to render complete, satisfactory and acceptable the Project (or phase of a Project).

Record Drawings: Record Drawings are a set of signed/sealed CONTRACT PLANS that are maintained by the Contractor for the express use of recording AS-BUILT INFORMATION.

Regular Workday or Business Day: Any calendar day from 7:00 AM to 7:00 PM except a Saturday, Sunday or recognized holiday.

Schedule of Values: the individual values as set forth by the Contractor as payment for the bid quantity units identified on the bid submittal sheets. The total of the extended units in the Schedule of Values determines the Agreement Amount. The Agreement Amount may only be modified by Change Order approved by the Board, or County Administrator.

DEFINITIONS

Scope of Work: The general intent of the Work to be accomplished as defined by the Project Plans and Specifications.

Special Notices: Specific clauses adding to or revising the Standard Specifications, setting forth conditions varying from or additional to the Standard Specifications, for a specific Project.

Specifications: The directions, provisions and requirements contained herein, together with all stipulations contained in the plans or Contract Documents, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Agreement.

Substantial Completion: The date of "Substantial Completion" of the Work (or designated portions thereof) is the date certified by the Consultant and approved by the Design Professional/Engineer/Project Manager when construction is sufficiently complete, in accordance with the Contract Documents, so the county can occupy or utilize the Work (or designated portions thereof) for the use for which it was intended.

Survey Crew Day: A unit of measurement for Work by a survey crew in a calendar day.

Survey and Layout Plan: See Section B.

Technical Special Provisions: Specifications prepared, signed and sealed by the Consultant. These would be listed in the document hierarchy (shown in Section E) ahead of any other "Standard Specifications", if applicable.

Unforeseen Work: Conditions encountered during the performance of the Work, sub-surface or otherwise concealed, or of an unusual nature, which differ materially from those indicated in the Contract Documents.

Unspecified: A pay item included for usage as directed by the County, and for usage under conditions or circumstances unforeseen at the time of Agreement.

Work: All labor, materials & incidentals required for the construction of the improvement for which the Agreement is made, including superintendence, use of equipment & tools, and all services & responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the contract. Unless otherwise specified herein or in the Agreement, all costs of liability and of performing the Work shall be at the Contractor's expense.

SECTION A - GENERAL CONDITIONS**SECTION A - GENERAL CONDITIONS****1. PREPARATION OF SUBMITTAL**

Submittal will be prepared in accordance with the following:

- a. Submittals shall be uploaded on forms furnished, utilizing Pinellas ePro procurement website. Failure to comply could result in the submission being rejected.
- b. If price is factor, unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- c. Alternate submittals will not be considered unless authorized by the solicitation.
- d. Proposed delivery time must be shown and shall include weekends and holidays.
- e. Contractor is advised that exceptions to any terms and conditions contained in this solicitation or the agreement must be stated with specificity in its response to the solicitation as provided herein and in Section A, AGREEMENT. Contractor is deemed to have accepted and to be bound by the solicitation and agreement terms and conditions that contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
- f. Contractors shall thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
- g. contractors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the contractor.
- h. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- b. contractors are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- c. contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

3. ALTERNATES

Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

4. VENDOR SUBMISSION

- a. Submittals shall be uploaded utilizing Pinellas ePro procurement website. Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

SECTION A - GENERAL CONDITIONS**5. REJECTION OF SUBMISSION**

- a. The County may reject a submittal if:
 1. The contractor incorrectly states or conceals any material fact in the solicitation.
 2. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
 3. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.
- b. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
- c. The County reserves the right to waive minor informalities or irregularities in any submittal.

6. WITHDRAWAL OF SUBMITTAL

The submittal may be withdrawn prior to the bid opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

7. LATE SUBMISSION OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- b. Modifications in writing received prior to the time set for the submittal will be accepted.

8. PUBLIC REVIEW AT OPENING

Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals shall be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

9. TABULATION INQUIRIES

Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting Pinellas ePro or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

10. AWARD OF CONTRACT

- a. The agreement will be awarded to the lowest responsive, responsible contractor whose submittal, conforming to the solicitation, is most advantageous to Pinellas County, price and other factors considered. For solicitation of Sale of Real or Surplus Property, award will be made to the highest and most advantageous submittal including price and other factors considered.
- b. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the contractor qualifies their submittal by specified limitations. See Rejection of Submission.
- c. If two or more submittals received are for the same total amount or unit price, quality and service being equal, the agreement shall be awarded to one contractor by drawing lots in public. A local contractor is defined as a contractor with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business.
- d. Prices quoted must be free on board (FOB) Pinellas County with all transportation charges prepaid unless otherwise specified in the solicitation.
- e. A written award of acceptance will be furnished to the successful contractor and shall result in a binding agreement without further action by either party.

SECTION A - GENERAL CONDITIONS**11. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE VENDOR**

Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) contractor, for any solicitation, such submittals shall be judged non-responsive. Related parties mean contractors or the principles thereof, which have a direct or indirect ownership interest in another contractor for the same solicitation or in which a parent company or the principles thereof of one (1) contractor have a direct or indirect ownership interest in another contractor for the same solicitation.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

13. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the agreement.

14. PUBLIC RECORDS/TRADE SECRETS

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

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractors submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

SECTION A - GENERAL CONDITIONS

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

15. COLLUSION

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

16. CONTRACTOR LICENSE REQUIREMENT

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

17. MATERIAL SAFETY DATA SHEETS REQUIREMENTS

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

18. RIGHT TO AUDIT

Pinellas County reserves the privilege of auditing a contractor's records as such records relate to purchases between Pinellas County and said contractor. Such audit privilege is provided for within the text of the Pinellas County Code §2-187. Records should be maintained for five (5) years from the date of final payment.

19. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES"

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

20. COUNTY INDEMNIFICATION

- a. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- b. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- c. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, including but not limited to any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate

SECTION A - GENERAL CONDITIONS

liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.

21. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

22. ADA REQUIREMENT FOR PUBLIC NOTICES

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

23. "OR EQUAL" DETERMINATION

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

24. INSURANCE

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

25. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- a. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- b. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- c. On all quotes over fifty thousand dollars (\$50,000) and informal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- d. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

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

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

SECTION A - GENERAL CONDITIONS

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

26. ASBESTOS MATERIALS

- a. The contractor shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.
- b. The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

27. PAYMENT/INVOICES

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

Finance Division Accounts Payable

Pinellas County Board of County Commissioners

P.O. Box 2438

Clearwater, FL 33757

Email: FinanceAccountsPay@MyPinellasClerk.org

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

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

Invoice Date: Creation date of the invoice

Contractor Information: Company name, mailing address, phone number, contact name and email address as provided on the purchase order

Invoice Number: Company tracking number

Shipping Address: Address where goods and/or services were delivered

Ordering Department: Name of ordering department, including name and phone number of contact person

Purchase order Number: Standard purchase order number

Ship Date: Date the goods/services were sent/provided

Quantity: Quantity of goods or services billed

Description: Description of services or goods delivered

Unit Price: Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

SECTION A - GENERAL CONDITIONS

Invoice Total: Sum of all line totals for the invoice

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

28. TAXES

- a. The County is exempt from all state and federal sales, use, transportation and excise taxes. The Laws of the State of Florida provide that sales and use taxes are payable by the contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the contractor and be deemed to have been included in the solicitation.
- b. Payments to Pinellas County are subject to applicable Florida taxes.

29. TERMINATION

- a. Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.
- c. In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.
- d. In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

30. CONTRACTOR CAPABILITY/REFERENCES

Prior to agreement award, any contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

31. DELIVERY/CLAIMS

Prices quoted shall be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

32. MATERIAL QUALITY

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

33. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award

SECTION A - GENERAL CONDITIONS

of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

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

The contractor shall perform this agreement. If a contractor intends to subcontract a portion of this work, the contractor must disclose that intent in the solicitation. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the contractor shall provide written notice to the County within thirty (30) business days of contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding an agreement to a contractor, which has disclosed its intent to assign or subcontract in its response to the solicitation, without exception shall constitute approval for purposes of this agreement. The contractor must inform the County in writing within forty-five (45) business days if the contractor's business entity's name changes. The contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the contractor for a business entity name change that the County was not made aware of as reflected herein.

35. EXCEPTIONS

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

36. NON-EXCLUSIVE CONTRACT

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

37. LOBBYING

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

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

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

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

SECTION A - GENERAL CONDITIONS

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

38. ADDITIONAL REQUIREMENTS

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

39. ADD/DELETE LOCATIONS SERVICES

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

40. INTEGRITY OF SOLICITATION DOCUMENTS

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

41. PUBLIC EMERGENCIES

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

42. JOINT VENTURES

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

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

43. CONFLICT OF INTEREST

- a. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- b. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.

SECTION A - GENERAL CONDITIONS

- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

44. PROTEST PROCEDURE

As per Section 2-162 of County Code

- a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."
- b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- c. Requirements to protest.
 1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."
 4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
- d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
- f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

SECTION A - GENERAL CONDITIONS

- g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- h. "Review of director's decision."
 - 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
 - 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
- i. "Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE

Payment of invoices for work performed for Pinellas County Board of County Commissioners is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- a. Pinellas County shall notify a contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the contractor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the contractor should then resubmit the invoice as a corrected invoice to the requesting department which will initiate the payment timeline.
 - 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 - 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- b. Should a dispute result between the contractor and the County about payment of a payment request or an invoice then the contractor should submit their dissatisfaction in writing to the requesting department. Each Requesting Department shall assign a representative who shall act as a dispute manager to resolve the issue at departmental level.
- c. The dispute manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days' after the date on which the payment request or invoice was received by Pinellas County.
- d. The dispute manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the proper authority. Proper authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The dispute manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

SECTION A - GENERAL CONDITIONS

- e. Pinellas County dispute resolution procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- f. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the contractor's favor the County shall pay interest as of the original date the payment was due.
- g. Pursuant to sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including fees incurred as a result of an appeal to the prevailing party. This provision is applicable if the non-prevailing party held back payment that was the reason for the dispute without any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

46. LUMBER PRODUCED IN STATE OF FLORIDA

Per Florida Statute 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price fitness and quality are equal.

The following does not apply:

- a. To plywood specified for monolithic concrete forms.
- b. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
- c. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
- d. To transportation projects for which federal aid funds are available.

47. PUBLIC RECORDS – CONTRACTOR'S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-4485

Email: jpeters@pinellascounty.org

SECTION A - GENERAL CONDITIONS**48. E-VERIFY**

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

49. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall be ground for immediate termination of the agreement.

50. TRUTH IN NEGOTIATIONS

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

SECTION B – SPECIAL CONDITIONS

SECTION B – SPECIAL CONDITIONS**1. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION REQUIREMENTS**

- A. It is the policy of the Board of County Commissioners (Board) that SBE qualified firms have the maximum opportunity to participate on County projects. In this regard, the contractor to whom any award of this solicitation is made shall take all necessary and reasonable steps to ensure that SBE qualified firms have the maximum opportunity to participate in this contract. **Failure of the bidder to comply with SBE pre-award requirements may result in rejection of the bid. Failure of the contractor to perform contractual requirements of the SBE requirements pertaining to this contract may constitute a material breach of the contract and may result in contract termination**
- B. This section outlines the requirements for Small Business Enterprise (SBE) participation as outlined in Purchasing Procedures Section 14. An SBE is defined as a local business that is independently owned and which is not dominant in its field of operation. The Small Business must also comply with the following:
- i. The business must serve a commercially useful function.
 - ii. The business must be located in Pinellas, Hillsborough, Pasco or Manatee Counties.
 - iii. The company's total annual sales do not exceed the maximum 3 year average gross revenue of three 3 million dollars for businesses providing services or gross revenues not exceeding (8) million for construction service providers.
 - iv. The number of employees of the company does not exceed the maximum 3 year average of 50 employees.
- C. Information pertaining to SBE registration may be found at the Economic Development website: www.pced.org/page/sbe.
- D. The Board has established an overall annual goal for the participation of SBE qualified firms in all construction contract awards of \$100,000 or more. As subcontract awards by the successful bidder on this solicitation to SBE qualified firms are essential to the achievement of the Board's SBE goals, this specification includes requirements with which bidders must comply. Bidders must meet the goal as set forth below for participation of SBE qualified firms.
- E. In connection with this solicitation and resulting contract, a goal of **(12%)** has been established for participation by SBE firms as subcontractors. The mandatory goal shall be applied to the full monetary value of the contract and shall be reflected in the monetary portion spent on subcontractors for consulting or construction services to be awarded to those SBE qualified firms meeting contract specifications.
- F. Provisional reciprocity shall be granted to SBE firms that are principally domiciled in Pinellas, Pasco, Hillsborough, and Manatee Counties and have registered through that agency or municipality. SBE firms qualified by the State of Florida and located in the counties listed above will also be granted reciprocity.
- G. In order to be considered for provisional certification and be counted toward the goal attainment, the contractor or subcontractor must be registered with the Pinellas County Department of Economic Development website www.pced.org/page/sbe.
- H. The Subcontractors/Material Suppliers List (List) must be completed and submitted with your bid submittal. Refer to Appendix 7, SBE Compliance Form. The List must include the suppliers name, scope or type of work to be performed and dollar amount. The identification of all SBE firms to be utilized on the project must be shown on this List. This List is the basis for determining whether the bidder met the SBE goal attainment.

2. PRE-QUALIFICATION OF BIDDER

This Invitation to Bid requires a Two-step process. All interested bidders must complete Step One: Qualification Submittal Forms, found in Section G, (either Part A or Part B). Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to:

- Bidders who have pre-qualified with the Florida Department of Transportation (FDOT) in prequalification work type of **UNDERGROUND UTILITIES (WATER & SEWER)**, in the amount that equals or exceeds their bid (complete Part A only),
- Bidders who have successfully provided all additional requested documentation (complete Part B only).

SECTION B – SPECIAL CONDITIONS

Only those bids from Bidders that fully complete Step One prior to bid opening will be considered. Qualified bidders will be notified individually via revision in Pinellas ePro. Step Two submittal is due by Step Two due date and time in Pinellas ePro.

*Note: Pinellas County will no longer be accepting Pinellas County prequalification status, as vendors will no longer be renewed.

3. PRICING/PERIOD OF CONTRACT

Unit prices bid of listed items shall be held firm from the date the contract is signed by the Contractor until the project is completed and accepted by the Board of County Commissioners. Unless otherwise approved by the County, the Contractor shall commence Work under this Agreement with an adequate force and equipment within 15 consecutive calendar days after receipt of written notice from the County to proceed and to fully complete all necessary Work under the same within not more than **(730)** consecutive calendar days.

4. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and successful Bidder, for an additional three (3), twelve (12) month period beyond the primary contract period. The extension shall be exercised only if all prices, terms, and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

5. PRE-CONFERENCE

NOT APPLICABLE

6. SITE VISIT

NOT APPLICABLE

7. PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

8. BID BOND GUARANTEE

- A. All bids must be accompanied by a Bid Bond guarantee in the sum of 5% of the base bid and made payable to Pinellas County. Said bid bond shall be a guarantee that should the bid be accepted, the bidder will, within (10) days after the acceptance of its bid, enter into an agreement with Pinellas County for the services proposed to be performed and will at that time furnish an acceptable agreement surety. Cash, certified check, cashier's check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.
- B. Said bid bond and the monies payable thereon, will, at the option of the County, be forfeited if the bidder fails to execute the written agreement and furnish the required surety bond within 10 consecutive calendar days following written notice of the award of the contract.
- C. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
- D. Bid bond shall have been issued within 30 days of the date for receiving bids.

9. CONTRACT SECURITY

- A. The bidder shall provide a performance bond and a payment bond in the form prescribed in Section I and each in the amount of **100%** of the agreement amount, the costs of which are to be paid by the bidder. The bonds will be acceptable to the County only if the following conditions are met:
 1. For contracts that do not exceed \$500,000.00, the Surety Company:
 - a. is licensed to do business in the State of Florida;
 - b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
 - c. has twice the minimum surplus and capital required by the Florida insurance code at the time the invitation to bid is issued;
 - d. is otherwise in compliance with the provisions of the Florida insurance code; and

SECTION B – SPECIAL CONDITIONS

- e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.
- 2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the surety company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the agreement.
- 3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.
- B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within 5 calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.
- C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

10. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within 10 days of receipt of written demand for performance from the County shall constitute a breach of contract.

11. LICENSES, PERMITS, FEES, AND TAXES

- A. Pursuant to section 218.80, Florida Statutes, Pinellas County discloses to the contractor the following permits and fees generally which will have to be obtained by and will be payable by the contractor who is the successful bidder or proposer. Specific permits required will be shown in Appendix 1 – Permits. contractor will be reimbursed for the actual amount paid for the permits as evidenced by official receipts from the office(s) collecting the fees. No reimbursement will be provided for license fees. Permits/fees may include the following:
 - 1. Impact Fees.
 - 2. Inspection Fees.
 - 3. Other permits or fees required by Pinellas County for the completion of the work, if applicable.
 - 4. License fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida construction license. These are not Pinellas County Government fees, but the contractor is hereby put on notice that fees may be required by the PCCLB. License fees are not reimbursable.

The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees to Pinellas County. The contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency, or board.

- B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the work, shall be paid by the contractor.
- C. Compliance with permit and licenses requirements: The contractor shall comply with all applicable Local, State and Federal permit conditions and license requirements, applicable building and construction code requirements and such other rules and regulations as may apply to the prosecution of Work. Failure of the contractor to comply with the above-specified requirements shall result in contractor being prohibited from performing work pursuant to this agreement. Any additional costs incurred by the contractor as a result of non-compliance shall be the responsibility of the contractor and shall not be paid by the County. Additionally, contractor shall be required to pay any fines due as a result of non-compliance with the applicable requirements.

12. COMPLIANCE WITH LAWS

The contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the project, including but not limited to, those dealing with taxation, workers' compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the

SECTION B – SPECIAL CONDITIONS

contractor observes that the contract documents are at variance therewith, it shall promptly notify the Design Professional/Engineer/Project Manager in writing.

13. QUANTITIES

- A. Quantities shown on the Bid Submittal Form are estimated for bidding purposes only and shall be verified by the contractor before placing orders for material. No payment shall be allowed for excess materials.
- B. Payment for work performed under this agreement shall be based on the pay items and bid quantities shown on the Bid Submittal Form, subject to such extension of pay quantities as may be required.
- C. Regardless of uncertainties of material supply and production at the time of bidding, bidders shall base their bids in strict accordance with items, materials and methods as set forth in the contract documents.
- D. Pay items that are required to complete the scope of the Work, as defined by the project plans and specifications may be added to the list of pay items by the design professional/engineer/project manager at a later date through a change order process.

14. QUANTITIES REFLECTED IN PERMITTING DOCUMENTS

Any construction items or quantities reflected in the permitting documents, if any, required for this project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.

15. AWARD OF CONTRACT

The contract will be awarded for the entire Work (with or without optional/alternates items) to the lowest responsible and responsive bidder, provided that the bid is reasonable, and that it is in the best interest of the County to accept.

16. AFTER NOTICE OF AWARD TO CONTRACTOR

Subsequent communications between the County and the contractor shall be delivered to the County's representative. A Preconstruction Conference will be held following execution of the contract documents and prior to the Notice to Proceed.

17. INTENT OF THE CONTRACT DOCUMENTS

- A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the contract documents which combine to define the scope of work. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- B. The contract documents and all referenced standards cited therein are essential parts of the agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.
- C. Plans are intended to show general arrangements, design and extent of work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the work, trades, subcontracts, or extent of any part of the work. In the event of a discrepancy between or among the plans, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Design professional/engineer/project manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the work, whether or not called for by the contract documents.

18. STORAGE OF MATERIALS

Materials shall be so placed so as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the design

SECTION B – SPECIAL CONDITIONS

professional/engineer/project manager, shall not be used in the Work, and shall be removed from the site by the contractor at its expense.

19. SANITATION

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the design professional/engineer/project manager's approval.

20. ERRORS AND OMISSIONS

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any errors and/or omissions appear in the contract documents, or construction stakeout, the contractor shall immediately notify the Purchasing and Risk Management Division, in writing, of such errors and/or omissions. In the event the contractor knows or should have known of any errors and/or omissions and fails to provide such notification, it shall be deemed to have waived any claim for increased time or compensation it may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.

21. CONTRACTORS AND SUBCONTRACTORS**A. Qualification**

1. The contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents, or the design professional/engineer/project manager may take action as prescribed below.
2. Whenever the design professional/engineer/project manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the design professional/engineer/project manager. Should the Contractor fail to remove such person or persons the design professional/engineer/project manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.

B. Identification

1. Within 10 days after the award of any subcontract, either by himself or a subcontractor, the contractor shall deliver to the design professional/engineer/project manager a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.
2. The contractor shall be as fully responsible to the County for acts and omissions the subcontractor and of persons either directly or indirectly employed by the subcontractor, as the contractor is for the acts and omissions of persons directly employed by the contractor.

22. AUTHORITY OF THE DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER AND DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER'S DESIGNEES/REPRESENTATIVES

- A. All Work shall be done in accordance with the contract documents.
- B. It is agreed by the parties hereto that the design professional/engineer/project manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the agreement.
- C. The County retains the right to inspect all work to verify compliance with the contract documents. The design professional/engineer/project manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the contract documents.
- D. The designees and/or representatives shall be authorized to call to the attention of the contractor any failure of the work or materials to conform to the contract documents, and shall have the authority to reject materials or

SECTION B – SPECIAL CONDITIONS

suspend the work until any questions at issue can be referred to and decided by the design professional/engineer/project manager. The contractor shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the contractor.

E. Contractor's supervision

1. Prosecution of work: The contractor shall give the work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the design professional/engineer/project manager and with other contractors at Work in the vicinity.
2. Contractor's superintendent:
 - a. The contractor shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the design professional/engineer/project manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the design professional/engineer/project manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
 - b. The contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours.
3. Supervision for emergencies: The contractor shall have a responsible person available at or reasonably near the work site on a 24 hour basis, 7 days a week, in order that he/she may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision for emergencies shall speak and understand English. The contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.
4. Worksite Traffic Supervisor: (When the work involves road construction/reconstruction or changes affect normal traffic patterns)
 - a. The contractor shall have a worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary.
 - b. The Worksite Traffic Supervisor shall be available on a 24 hour per day basis and shall review the project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
 - c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
 - d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.

F. General Inspection Requirements

1. Cooperation by the Contractor: No work shall be done nor materials used, without suitable supervision or inspection by the design professional/engineer/project manager or his/her representative, and the contractor shall furnish the design professional/engineer/project manager with every reasonable facility for ascertaining

SECTION B – SPECIAL CONDITIONS

whether the work performed and materials used are in accordance with the requirements and intent of the plans and specifications. If the design professional/engineer/project manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the Work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the contractor's expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

2. Failure of the design professional/engineer/project manager to reject work during construction: If, during or prior to construction operations, the design professional/engineer/project manager should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
3. Failure to remove and renew defective materials and work:
 - a. Should the contractor fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the design professional/engineer/project manager shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the contractor's expense.
 - b. Any expense incurred by the County in making these repairs, removals, or renewals, which the contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the contractor, or may be charged against the performance bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.
4. Inspection by the Federal Government: When the Work involves the Federal Government it is to pay a portion of the cost of construction the construction Work will be subject to inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government a party to Agreement.

23. CONTRACT TIME AND TIME EXTENSIONS

- A. Unless otherwise provided, Agreement Time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all Work is to be completed. The Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material suppliers, as well as coordinate its Work with the Work of other contractors so that his Work or the Work of others shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall coordinate and schedule the Work to allow, without delays to the Contract, for any sampling and testing activities deemed necessary by the Design Professional/Engineer/Project Manager. The Contractor shall be solely responsible for all construction means methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Design Professional/Engineer/Project Manager in writing within 2 regular Work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request the time extension. It is the contractor's responsibility to safely and

SECTION B – SPECIAL CONDITIONS

appropriately secure the worksite prior to the approach of unfavorable weather conditions such as the onset of a tropical storm, hurricane, or similar event.

- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which the County may be responsible, in whole or in part, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. It being expressly acknowledged and agreed by the parties hereto that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the County shall be the right to seek an extension to the Contract Time. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.
- D. If the Contractor complies with the 2 regular Workdays' notice requirement, the Design Professional/Engineer/Project Manager shall ascertain the facts and the extent of the delay being claimed and recommend to the Board an extension to the Contract Time when, in the Design Professional/Engineer/Project Manager's sole judgment, the findings of fact justify such an extension, and the Design Professional/Engineer/Project Manager's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Design Professional/Engineer/Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions of the Contract Time must be authorized by Change Order approved by the Board.

24. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS

- A. All Work must be done during Regular Workday hours (7:00 AM to 7:00 PM) Monday through Friday. The County may require alternative Work hours due to specific individual Project conditions when necessary. Work will not be done beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Design Professional/Engineer/Project Manager to meet special requirements. Contractor must comply with the County noise ordinance.
- B. Work will not be permitted on Saturdays, Sundays and recognized Holidays unless permission to Work has been requested in writing by the Contractor and approval, in writing, has been granted by the Design Professional/Engineer/Project Manager. Request for permission to Work must be received by the Design Professional/Engineer/Project Manager no less than 24 hours prior to the regular Workday.
- C. No Work will be permitted on:

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

- D. When approval is granted in accordance with the provisions stated above, Work will be allowed on:

Martin Luther King, Jr. Day
Memorial Day
Labor Day
Veterans Day
Friday after Thanksgiving Day

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

- E. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of per man day for each Saturday and Sunday on which the Contractor Works. Represents the cost per hour for 1 County employee of **\$100.00** to be on site. Each of these days shall begin at 12:00 am and end at 11:59 pm for that corresponding day.
- F. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of per man day for each recognized Holiday on which the Contractor Works. Represents the cost per hour for 1 County employee of **\$150.00** to be on site. Each of these days shall begin at 12:00 am and end at 11:59 pm for that corresponding day.

SECTION B – SPECIAL CONDITIONS

- G. Payment to the County of such sums as may become payable under the provisions of this paragraph shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums occurred. The credit item shall show the total number of days applicable under (E) and/or (F) above, times the corresponding per day or per hour cost.

25. LIQUIDATED DAMAGES

NOT APPLICABLE

26. PINELLAS COUNTY'S COMMITMENT TO SAFETY

- A. All work shall be completed in a safe manner and consideration for cost of any equipment needed to perform contract in a safe manner, including personal protection equipment, shall be included in the contract bid.
- B. If County discovers an unsafe act or condition in contractor's performance under this contract, County shall inform Design Professional/Engineer/Project Manager of unsafe act or condition. If unsafe act or condition poses the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to stop work until unsafe act or condition is remedied. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B. If unsafe act or condition does not pose the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to require contractor remedy the unsafe act or unsafe condition as soon as possible, but in no event later than 3 days from date of notice. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B.

27. CHANGES IN THE WORK

- A. Without invalidating the Agreement, the Design Professional/Engineer/Project Manager may at any time, by written order, direct extra Work within the general scope or alter the Work by addition or deduction of items that do not alter the scope of the Work. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor. No officer, employee, or agent of the County is authorized to direct any extra or change Work orally.
- B. If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional Work, a Change Order approved by the Board will be required.
- C. The value of such extra Work or change shall be determined by schedule of values if applicable unit values are set forth in the Agreement. The amount of the change shall be computed from such values and added to or deducted from the Agreement Amount. If the applicable unit values are not in the Contract, the value of such extra Work or change shall be determined by negotiation.
- D. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Design Professional/Engineer/Project Manager. If the Contractor disagrees with the Design Professional/Engineer/Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.
- E. For new Work not covered by schedule of values, the amount of an increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum 10% markup for all overhead and profit. In the event such change Work is performed by a subcontractor, a maximum 10% markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum 5% markup thereon by the Contractor for all of its overhead and profit, for a total overall maximum markup of 15% of the amount of change Work. Sales and use taxes are not subject to the markup allowance. Material provided by the Contractor, for use by the Subcontractor, is only allowed the 10% markup by the Contractor. All compensation due the Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- F. In an emergency endangering life or property, or as expressly set forth herein, the Design Professional/Engineer/Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such written order.

SECTION B – SPECIAL CONDITIONS

- G. Execution by the Contractor of a properly authorized Change Order (see Appendix Sample Change Order) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

28. CLAIMS AND DISPUTES

- A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a claim shall rest with the party making the Claim.
- B. Claims by the Contractor shall be made in writing to the Design Professional/Engineer/Project Manager within two (2) regular Workdays after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Design Professional/Engineer/Project Manager within 15 calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled Changes in the Work.
- C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

29. MEASUREMENT AND PAYMENT

- A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Design Professional/Engineer/Project Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Design Professional/Engineer/Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Design Professional/Engineer/Project Manager.
- D. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown on the Plans, except when such Work is performed upon instructions of the Design Professional/Engineer/Project Manager.
- E. The Contractor shall accept compensation provided under the terms of this Agreement as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Agreement Time until final acceptance by the County.
- F. Whenever any change, or combination of changes in the Plans, results in an increase or decrease in the original Contract quantities, and the Work added or decreased/eliminated is of the same general character as that called for in the Plans, the Contractor shall accept payment in full at the original schedule of values for the actual quantity of Work performed, with no allowance for any loss of anticipated profits.
- G. Where the pay quantity for an item is designated to be Lump Sum, and the Plans or Specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.
- H. Failure to construct any item to plan or authorized dimensions within the Specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Design Professional/Engineer/Project Manager. Adjustments to final pay for those items designated to be paid on the basis of Lump Sum quantity under these provisions shall not be made unless such adjustments results in an aggregate change per item of more than ,000.00 for earthwork items, or more than \$100.00 for any other item.

SECTION B – SPECIAL CONDITIONS

- I. At the discretion of the Design Professional/Engineer/Project Manager, the County will allow partial payments for new materials that will be permanently incorporated into the Project and are stored in approved locations in the Project vicinity. Said materials are described as having the greatest impact on completing the Project on time; and can fluctuate as the Project progresses. Contractor shall store materials so that they will not be damaged by the elements and in a manner that identifies the Project on which they are to be used. The following conditions apply to all payments for stored materials.
 1. There must be reasonable assurance that the stored material will be incorporated into the specific Project on which partial payment is made.
 2. The stored material must be approved as meeting applicable Specifications.
 3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the Project.
 4. The Contractor shall furnish the County with copies of certified invoices to document the value of the materials received. The contractor's documentation for stored materials payment shall also include a reconciliation of the beginning balance, materials purchased, materials used, and ending balance. The amount of the partial payment will be determined from invoices for the material not to exceed one half of the unit value bid in the Contract.
 5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented on the certified invoices for the materials received.
 6. Partial payments will not be made for materials which were stored prior to award of the Contract for the Project.
 7. If payment is made the materials shall become the property of the County. The Contractor shall be responsible for loss or theft and shall replace, at the Contractor's expense, any such materials lost for any reason.

30. PAYMENTS TO CONTRACTOR

- A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager, for its review and approval, a Schedule of Values based upon the "Contract Amount" and the Construction Progress Schedule numbering system format listing the major elements of the Work and the dollar value for each element. After its approval by the County, this Schedule of Values shall be used as the basis for Contractor's monthly Application for Payment. This Schedule shall be updated and submitted each month to the Design Professional/Engineer/Project Manager along with a completed and notarized copy of the Application for Payment and any Payment Continuation forms.
- B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager a complete list of all of its proposed subcontractors and materialmen, showing the Work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than 30 days after the Commencement Date.
- C. If payment is requested on the basis of materials and equipment not incorporated into the Work, but delivered and suitably stored at the site or at another location agreed to by the Design Professional/Engineer/Project Manager in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction. Contractor shall complete a Schedule of Stored Materials form.
- D. Contractor shall submit 3 notarized original copies of its monthly Application for Payment to Design Professional/Engineer/Project Manager for Work performed during the previous month. Invoices received after the previous month Application for Payment shall be considered for payment as part of the next month's application. Within 10 calendar days after receipt of each Application for Payment, Design Professional/Engineer/Project Manager shall submit to the County the approved Application for Payment in the amount recommended by Design Professional/Engineer/Project Manager as being due and owing Contractor. The County shall pay Contractor that portion of Design Professional/Engineer/Project Manager's approved Application for Payment, which the County approves as being due and owing Contractor in accordance with §218.70-79, Florida Statutes ("Local Government Prompt Payment Act").
- E. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

SECTION B – SPECIAL CONDITIONS

- F. Monthly payments will be made to the Contractor. Estimates of quantities will be prepared monthly by the Contractor, based on unit values or the Schedule of Values, as applicable to the Project. The Design Professional/Engineer/Project Manager's project representative will be required to verify these estimates with the Contractor and sign the estimate in agreement. The payment estimate will then be checked by the Design Professional/Engineer/Project Manager, who will reconfirm with the Contractor any required corrections, before further processing of payments.
- G. Retainage: If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

OR

- H. Progress Payments: If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.
- I. Invoices: See Section A General Conditions Payments/Invoices

31. ACCEPTANCE AND FINAL PAYMENT

- A. Final Inspection: Whenever all materials have been furnished, all Work has been performed, and the construction specified by the Contract has been satisfactorily completed, the Consultant and Engineer/Project Manager will make the final inspection.
- B. Maintenance of Work: The Contractor shall maintain all Work in first-class condition until final inspection is completed and accepted by the Design Professional/Engineer/Project Manager. All Bonds and Insurance shall be maintained until final acceptance by the Board.
- C. Substantial Completion: When the Work, or any portion thereof, as designated by the County is sufficiently complete, in accordance with the Contract Documents, and is ready for its intended use, the Design Professional/Engineer/Project Manager and any other invited parties shall make an inspection of the Work or portion thereof so designated as complete to verify its completeness and develop a punch list of items needing completion or correction before final payment can be made. The County shall have the right to exclude the Contractor from these portions of the Work designated as complete after the inspection, however, the Contractor will have reasonable access to complete or correct items on the punch list. The punch list shall be completed by the Design Professional/Engineer/Project Manager within the timeframes provided by Florida Statute Section 218.735(7)(a).
- D. Final Acceptance
1. Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager, a final pay request showing the value of the Work will be prepared by the Design Professional/Engineer/Project Manager as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the Agreement, will be paid to the Contractor as soon as practicable, after the Contractor has furnished a sworn Affidavit, to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of its account under Agreement and of all claims in connection therewith.
 2. The surety on the Contract bonds consents, by completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of its portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.
- E. Waiver of Claims

SECTION B – SPECIAL CONDITIONS

1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.
 2. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.
- F. Termination of Contractor's Responsibility: The Agreement will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.
- G. Recovery Rights, Subsequent to Final Payment: The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

32. PAYMENTS WITHHELD

To the maximum extent permitted by §218.735, Florida Statutes (2007), the Design Professional/Engineer/Project Manager may decline to certify for payment or County may decline to approve any Certificate for Payment, or portions thereof issued by Design Professional/Engineer/Project Manager, because of subsequently discovered evidence or subsequent inspections. County may nullify the whole or any part of any Certificate for Payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after 3 days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or un-liquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

33. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement Amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

34. LANDS FOR WORK AND ACCESS THERETO

- A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.
- B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Design Professional/Engineer/Project Manager. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.
- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Design Professional/Engineer/Project Manager after obtaining necessary permits and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the Design Professional/Engineer/Project Manager, such buildings and/or utilities may be abandoned and need not be removed.

SECTION B – SPECIAL CONDITIONS

- D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the County or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

35. SITE INVESTIGATION

- A. Each Contractor shall visit the site of the proposed Work and fully acquaint itself with conditions relating to construction and labor so that it may fully understand the facilities, difficulties and restrictions attending the execution of Work under the Agreement. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement. Pinellas County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

The County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this paragraph.

- B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the Work.
- C. The Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.
- D. Any failure by the Contractor to acquaint itself with any aspect of the Work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the Work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- E. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing.

36. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or Work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Design Professional/Engineer/Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. The Contractor's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Design Professional/Engineer/Project Manager Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Design Professional/Engineer/Project Manager. Barriers shall be maintained in place until their removal is directed by the Design Professional/Engineer/Project Manager.
- D. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for or

SECTION B – SPECIAL CONDITIONS

may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.

- E. Where the Contractor hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Contractor shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.
- F. The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.
- G. The Contractor shall not disturb any benchmark established by the County with respect to the Project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Design Professional/Engineer/Project Manager. The County shall have the benchmarks reestablished and the Contractor shall be liable for all costs incurred by the County associated therewith.

37. OTHER WORK

- A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other Work related to the Project at the site by the County's own forces, have other Work performed by utility owners or let other direct contracts. If the fact that such other Work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Design Professional/Engineer/Project Manager within 48 hours of being notified of the other Work. If the Contractor fails to send the above required 48 hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Agreement Time or adjustment to the Agreement Amount.

The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional Work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Design Professional/Engineer/Project Manager and the others whose Work will be affected.

- D. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Design Professional/Engineer/Project Manager, in writing, any delays, defects or other problems in such other Work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work.

38. TERMINATION

- A. Termination for Default

- 1. The Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this paragraph, for any of the following reasons:
 - a. Failing to begin Work under the Contract Documents within the time specified herein;
 - b. Failing to properly and timely perform the Work as directed by the Design Professional/Engineer/Project Manager or as provided for in the approved Construction Progress Schedule;

SECTION B – SPECIAL CONDITIONS

- c. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
 - d. Discontinuing the prosecution of the Work;
 - e. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
 - f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
 - g. Allowing any final judgment to stand unsatisfied for more than ten days;
 - h. Making an assignment for the benefit of creditors;
 - i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
 - j. Failing to perform or abide by the terms or spirit of the Contract Documents.
2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within 7 calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.
3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the Work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including Design Professional/Engineer/Project Manager and Architectural fees) or damages incurred by the County incident to such completion, shall be deducted from the Agreement Amount, and if such expenditures exceed the unpaid balance of the Agreement Amount, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, and interest thereon at the maximum legal rate of interest until paid.

The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or relating to the Work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the Work hereunder.

4. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A, "Termination for Default", it is determined for any reason that the Contractor was not in default or that its default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

B. Termination for Convenience and Right of Suspension

- 1. The County shall have the right to terminate or suspend this Agreement, in whole or in part; without cause upon 30 calendar days written notice to the Contractor.
- 2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or Work not performed.

39. SUBSTITUTIONS/ APPROVED EQUAL(S) PRIOR TO BID OPENING

- A. The materials, products and equipment described in the Contract Documents established a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

SECTION B – SPECIAL CONDITIONS

- B. No substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Pinellas County Purchasing Department, by the question deadline on page 1. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Purchasing Director approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

40. SUBMITTALS AFTER AWARD

- A. Schedule
 - 1. At or before the Preconstruction Conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Design Professional/Engineer/Project Manager. The County will review the schedule and provide the Contractor with comments. Within 10 days after receipt of the County's comments, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a Construction Progress Schedule in a form satisfactory to the Design Professional/Engineer/Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of Work. At or before the Preconstruction Conference, the Contractor shall provide to the County a breakdown of estimated monthly payments for the entire duration of the Agreement period.
 - 2. For lump sum items within Section E, the Contractor shall also furnish the Design Professional/Engineer/Project Manager with a detailed estimate giving a complete breakdown of the value of items of Work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Agreement Amount.
 - 3. The Construction Progress Schedule shall be updated monthly by the Contractor. All updates to the Construction Progress Schedule shall be subject to the Design Professional/Engineer/Project Manager's review and County's written approval. Contractor shall submit the updates to the Progress Schedule with its monthly applications for payment noted below. Contractor's submittal of these monthly updates and Design Professional/Engineer/Project Manager's written approval of same shall be a condition precedent to County's obligation to pay Contractor.
 - 4. The Work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Design Professional/Engineer/Project Manager.
- B. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop Plans, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Incomplete submittals will be returned to the Contractor. The Design Professional/Engineer/Project Manager will record time for submittals handled more than twice. The Contractor shall reimburse the County for charges of the Design Professional/Engineer/Project Manager and his/her consultants for providing more than two reviews of submittals.
- C. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Design Professional/Engineer/Project Manager if sufficient information is submitted by Contractor to allow the Design Professional/Engineer/Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Design Professional/Engineer/Project Manager from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional/Engineer/Project Manager within 30 calendar days after notice of award is received by Contractor.
- D. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to Design Professional/Engineer/Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of

SECTION B – SPECIAL CONDITIONS

substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional/Engineer/Project Manager in evaluating the proposed substitute. Design Professional/Engineer/Project Manager may require Contractor to furnish, at Contractor's expense, additional data about the proposed substitute.

- E. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional/Engineer/Project Manager, if Contractor submits sufficient information to allow Design Professional/Engineer/Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional/Engineer/Project Manager shall be the same as those provided herein for substitute materials and equipment.
- F. Design Professional/Engineer/Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional/Engineer/Project Manager shall be the sole judge of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the Design Professional/Engineer/Project Manager's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Design Professional/Engineer/Project Manager will record time required by Design Professional/Engineer/Project Manager and Design Professional/Engineer/Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not County accepts a proposed substitute, Contractor shall reimburse County for the charges of Design Professional/Engineer and Engineers consultant(s) for evaluating each proposed substitute.
- G. Shop Plans/Working Plans
 - 1. 7 complete sets of detailed shop or working Plans shall be furnished by the prime Contractor to the Design Professional/Engineer/Project Manager for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections and temporary connections for pre-casting or any other relevant information on details necessary for review.
 - 2. All shop, working and erection Plans prepared by the Contractor or its subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission for review to the Design Professional/Engineer/Project Manager. By approving and submitting shop or working Plans, the Contractor represents that it has verified Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the Specification section or bid item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors.

The Contractor shall indicate on the working, shop and erection Plans all deviations from the Contract Documents and shall itemize all deviations in the letter of transmittal.
 - 3. Submittals shall be made to the Design Professional/Engineer/Project Manager and will be distributed to the appropriate parties, as applicable. The Contractor shall identify each submittal by title on the form provided by the Design Professional/Engineer/Project Manager. All submittals are to be transmitted in an expeditious manner to ensure "next day delivery". After they have been reviewed by the Design Professional/Engineer/Project Manager, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.
 - 4. Prior to receipt of the reviewed shop or working Plans from the County, Work done, or materials ordered for items covered by the Plans shall be done at the Contractor's risk.
 - 5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop Plans review and for Contractor action required in addressing review

SECTION B – SPECIAL CONDITIONS

comments. The review period shall begin on the day the submittal is received in the office of the Design Professional/Engineer/Project Manager and shall be completed on the day the Design Professional/Engineer/Project Manager transmits reviewed Plans to the Contractor.

6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately 21 days are allowed for review by the Engineer and Consultant for routine Work. For more complex Work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the Work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:
 - a. Contractor submittals of alternative design features or modifications to the original design.
 - b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

H. Materials

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.
2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA - SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least 14 days before plant operations begin. The submitted formula shall be approved by the Design Professional/Engineer/Project Manager. The Contractor shall prepare the mix formula to be submitted to the Design Professional/Engineer/Project Manager.
3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines, or the requirements included in the Technical Specifications included in these Contract Documents.
4. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.
5. Concrete Box Culverts, Pipes, Drainage Structures: The Contractor shall submit written documentation that materials meet the minimum requirements of the technical specifications, including copies of supplier's testing results. No payment for the applicable pay item under the Agreement (i.e., Box Culvert, Pipe, Drainage structure, etc.) shall be made to the Contractor until written documentation of the specified minimum requirements is received by the Design Professional/Engineer/Project Manager.
- I. The Contractor will provide 8" X 10" color photographs of the Project in its preconstruction condition and for unusual conditions during construction. The photographs will show all pertinent physical features within the construction limits before construction begins. The Contractor will furnish two copies of all pictures to the County. The Contractor shall provide a hard copy and a digital copy for submittal.

The Contractor will provide a preconstruction video of all physical features within the construction limits before construction begins. The Contractor will furnish two copies of the video in DVD format

41. RIGHT TO AUDIT

- A. All of the Contractor's records related to the performance of this Agreement shall be open to inspection and subject to reproduction by the Design Professional/Engineer/Project Manager during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of its payees pursuant to the execution of the Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.
- B. For the purpose of such audits, inspections, examinations and evaluations the Design Professional/Engineer/Project Manager shall have access to the said records from the effective date of this Agreement, for the duration of the Work, and until 36 months after the date of final payment by the County to the

SECTION B – SPECIAL CONDITIONS

Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.

- C. The Design Professional/Engineer/Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

42. INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of 5% percent, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this Paragraph.

43. DRAINAGE

The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage will be in effect at all times.

44. SURVEY AND LAYOUT

The requirements below (A-H), shall only be applicable when there is a pay item for the contractor to perform the Survey and Layout. If there is no separate pay item for "Survey and Layout by Contractor", then the County shall perform the Survey and Layout.

- A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the Project. All right-of-way and easement boundaries and centerline control points shall be established and maintained through the Agreement Period by the Contractor.
- B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the Project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the Agreement Period. All stakes and points shall be clearly marked and identified.
- C. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all Project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.
- D. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hard bound books. Standard ASCII files/format shall be used with software compatibility to that of the Design Professional/Engineer/Project Manager's. The Contractor shall submit for approval the selected format and software application(s).
- E. The Contractor may perform or select the option to employ a Florida registered Professional Design Professional/Engineer or registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.
- F. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility Work items, copies of which shall be furnished to the Design Professional/Engineer/Project Manager prior to the Work.
- G. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall be transcribed in hard-bound field books prior to layout and staking.
- H. The Contractor shall submit, for information only, a Survey and Layout Plan comprised of the following:

SECTION B – SPECIAL CONDITIONS

1. Name, address and certificate number of the registered Professional Land Surveyor to be in responsible charge of performing all survey control and boundary Work.
2. Name, address and certificate registration number, if applicable, of the person in responsible charge of performing all layout, measurements and calculations for the Project, if opted by the Contractor. This person must be a Contractor, Professional Land Surveyor or Professional Design Professional/Engineer.

45. CONFORMITY OF WORK WITH PLANS

- A. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.
- B. In the event the Design Professional/Engineer/Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Design Professional/Engineer/Project Manager will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Agreement Amount for such Work or materials as he deems necessary to conform to his/her determination based on Design Professional/Engineer/Project Managers judgment.

46. LABORATORY TESTING

Cost of all required laboratory testing shall be borne by the County, except that the cost of all re-testing due to defective materials or construction shall be borne by the CONTRACTOR. Testing shall be in accordance with the applicable portions of Specifications and Plans. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.

47. GUARANTEE OF WORK

All Work shall be guaranteed for **24 months** after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.

48. WARRANTY

The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within **24 months** after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Design Professional/Engineer/Project Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

49. SUBMISSION OF BIDS

The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

- A. How do I convert my files to PDF format?

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

- B. Should I scan everything and save as PDF?

SECTION B – SPECIAL CONDITIONS

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

Tips & Best-Practice Recommendations

1. File names should clearly identify the file. Avoid cryptic or extremely long file names.
2. File names should not include spaces or special characters (stick to letters, numbers and dashes).
3. For example, MyCompany-bid-3000-oct-2009.pdf
4. Check the PDF files to make sure they are functional before you send them.
5. If the file is large and has a table of contents, adding links makes your files much more user friendly.
6. To maximize the usefulness and auditability of your files, it's recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you've converted your file to PDF, using Acrobat select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

SECTION C – INSURANCE REQUIREMENTS

SECTION C – INSURANCE REQUIREMENTS**1. LIMITATIONS ON LIABILITY**

By submitting a Bid, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Bid I that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

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

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County and the State of Florida Department of Transportation shall be named as an Additional Insured for General Liability, and a Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at

SECTION C – INSURANCE REQUIREMENTS

InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

- 1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 3. Provide that County and the State of Florida Department of Transportation will be an additional indemnified party of the subcontract;
 4. Provide that the County and the State of Florida Department of Transportation will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 6. Assign all warranties directly to the County; and
 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

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

- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

SECTION C – INSURANCE REQUIREMENTS

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No Exclusions for explosion, collapse and underground.

Limits

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

- 3) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above: No Exclusions for explosion, collapse and underground.

Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

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

- a) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- b) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c) Cost of Cleanup/Remediation.

SECTION C – INSURANCE REQUIREMENTS

Limits

Per Claim or Occurrence	\$2,000,000
General Aggregate	\$2,000,000

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

- 5) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

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

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



Insurance Compliance Review

Please note: The Insurance & Contractual Risk Division reviews requests to assess risk, assign insurance requirements and provide compliance reviews for insurance certificates. However, this review does not imply approval for any event, purchase, service or project. It is the requestor's responsibility to obtain all necessary approvals.

Date: 10/18/22

Contract#: 22-0397-CP - Annual Water and Reclaimed Water Repair and Extensions FY22-24

Vendor: QRC Inc

Workers Comp	\$500K	Met	
General Liability	\$1M/\$2M	Met	Includes FDOT as additional insured
Excess	\$4M	Met	
Pollution	\$2M/\$2M	Met	
Professional	\$2M/\$2M	Met	

Additional Requirements

- ☐ Pinellas County, A Political Subdivision of the State of Florida listed as Additional Insured on certificate: ☒ Yes ☐ No ☐ N/A
- ☐ Workers Comp Waiver of Subrogation on certificate: ☒ Yes ☐ No ☐ N/A
- ☐ Certificate holder made out to: "Pinellas County, A Political Subdivision of the State of Florida"? ☒ Yes ☐ No
400 S Fort Harrison Ave
Clearwater, FL 33756

Compliance Status: Compliant

Comments:

Reviewer: Laura Averill - 10.18.22



QRCINC0-02

LEWISC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2022

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 License # 0E67768 Insurance Office of America 4915 West Cypress Street Tampa, FL 33607	CONTACT NAME: Cathy Lewis	
	PHONE (A/C, No, Ext): (813) 262-2479 22509 FAX (A/C, No): (813) 637-8484	
	E-MAIL ADDRESS: Cathy.Lewis@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Insurance America, Inc	24554
INSURED QRC, Inc. 2326 Sofia Drive Lutz, FL 33558	INSURER B : Greenwich Insurance Company	22322
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Beazley Insurance Company, Inc	37540
	INSURER E :	
	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	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 ☒ PROJECT ☐ LOC OTHER:	X		NGL100419501	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NBA100419601	11/17/2021	11/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			NEC600630901	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
							PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Rented/Leased Equip.			660336M4618	10/17/2022	10/17/2023	Ded \$1,000 285,000
D	Poll & Prof			ENP000260405	8/1/2022	8/1/2023	Deductible \$10,000 2,000,000

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

The State of Florida Department of Transportation is additional insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Pinellas County a Subdivision of the State of Florida 400 S Fort Harrison Ave Clearwater, FL 33756	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2022

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 FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 277-1620 X 4800	FAX (A/C, No): (727) 797-0704	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED FrankCrum L/C/F QRC, Inc. 100 South Missouri Avenue Clearwater, FL 33756	INSURER A:	Frank Winston Crum Insurance Company	NAIC# 11600
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 920529 REVISION NUMBER: 1

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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A	X	WC202200000	01/01/2022	01/01/2023	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

Effective 03/29/2004, coverage is for 100% of the employees of FrankCrum leased to QRC, Inc. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

Re: 22-0397-CP-Annual Water and Reclaimed Water Repair and Extensions FY22-24

CERTIFICATE HOLDER

CANCELLATION

Pinellas County, A Political Subdivision of the State of Florida 400 South Fort Harrison Avenue Clearwater, FL 33756	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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Pinellas County, A Political Subdivision of the State of Florida
400 South Fort Harrison Avenue
Clearwater FL, 33756

Re: 22-0397-CP-Annual Water and Reclaimed Water Repair and Extensions FY22-24

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2022 - 01/01/2023 Effective Policy No. WC202200000

Endorsement No. N/A

Insured: FrankCrum L/C/F QRC, Inc.

Premium N/A

Insurance Company: Frank Winston Crum Insurance Company

Countersigned by



WC 00 03 13

(Ed. 4-84)

SECTION D – VENDOR REFERENCES

SECTION D – CONTRACTOR REFERENCES

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

COMPANY NAME: QRC, Inc.

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 27 years

BUSINESS ADDRESS: 2326 Sofia Dr, Lutz, FL 33558

HOW LONG IN PRESENT LOCATION: 27 years

TELEPHONE NUMBER: (813) 948-2312

FAX NUMBER: (813) 948-2531

TOTAL NUMBER OF CURRENT EMPLOYEES: 17 FULL TIME 3 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 20

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

Bidders must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY: <u>Hillsborough County</u>	COMPANY: <u>Tampa Bay Water</u>
ADDRESS: <u>9325 Bay Plaza Blvd Tampa, FL 33619</u>	ADDRESS: <u>8865 Pump Station Rd, Lando Lakes, FL 34639</u>
TELEPHONE/FAX: <u>(813) 307-1811</u>	TELEPHONE/FAX: <u>(813) 929-4565</u>
CONTACT: <u>Jason Boulnois, P.E.</u>	CONTACT: <u>Justin Fox, P.E.</u>
CONTACT EMAIL: <u>BoulnoisJ@hillsboroughcounty.org</u>	CONTACT EMAIL: <u>jfox@tampabaywater.org</u>
COMPANY EMAIL ADDRESS: <u>publicart@hillsboroughcounty.org</u>	COMPANY EMAIL ADDRESS: <u>records@tampabaywater.org</u>
3.	4.
COMPANY: <u>City of Largo</u>	COMPANY: <u>Florida Department of Environmental Protection</u>
ADDRESS: <u>201 Highland Ave N, Largo FL 33770</u>	ADDRESS: <u>1843 Tamiami Trail Osprey, FL 34229</u>
TELEPHONE/FAX: <u>(727) 587-6713 x4404</u>	TELEPHONE/FAX: <u>(941) 882-7211</u>
CONTACT: <u>Robert Kollar</u>	CONTACT: <u>John Goss</u>
CONTACT EMAIL: <u>rkollar@largo.com</u>	CONTACT EMAIL: <u>John.Goss@FloridaDEP.gov</u>
COMPANY EMAIL ADDRESS: <u>cityinfo@largo.com</u>	COMPANY EMAIL ADDRESS: <u>public.services@FloridaDEP.gov</u>

SECTION E – SPECIFICATIONS**SECTION E – SPECIFICATIONS**

Work is to effectuate the repair, rehabilitation, and replacement of potable and reclaimed water pipes at various locations throughout the County. Work includes, but is not limited to: directional drilling, excavation, pipe installation, installation of valves and valve boxes, relocation and/or replacement of fire hydrants, restoration of roadway, and disinfection of potable water pipe prior to replacement and/or repair.

The contract is based on a work order format where assignments are provided through work orders issued to the Contractor on an as needed basis.

Specifications and Plans can be obtained by downloading from the Pinellas ePro website at www.ebids.pinellas.gov.

This section may contain special notices if applicable.

This solicitation contains the following files:

1. ITB
2. SECTION E-Special Provisions-3.10.2022REV
3. SECTION E-Specifications-3.10.2022REV
4. SECTION F - Bid Submittal Sheet
5. APPENDIX 1-Permits
6. APPENDIX 4-Special Notice



SECTION E - SPECIAL PROVISIONS

Annual Potable Water & Reclaimed Water Repair Services

**FY 2022 – FY 2024
Project No. 002246E
February 2022**

SECTION 00 75 00

SPECIAL PROVISIONS

These Special Provisions provide additional information and modify the Pinellas County Utilities (PCU) Standard Technical Specifications (STS) for Utilities Construction. Unless noted herein, all conditions of the standard specifications apply.

ARTICLE SP-1 SCOPE OF WORK

All work shall be made on an assignment-by-assignment basis, in the form of a Work Order authorized by the Director of Pinellas County Utilities or a Designee. The Contractor shall perform no work under this Contract without the County's written authorization to proceed for each Work Order. All Work Orders and associated plans shall become part of the Contract documents. The Contractor hereby agrees to waive any claim for compensation for any work performed without authorization.

Each individual location contained in a Work Order is to be considered an "individual project". All work, including cleanup, shall be fully completed per the schedule provided by the contractor and included as part of the notice to proceed, and as agreed to by Engineer (or County representative). The project limits shown on the location maps and/or plans contained in each Work Order are approximate; the Contractor shall verify exact limits with the Engineer prior to beginning construction. Construction shall be limited to a maximum of two (2) individual project locations at a time, unless otherwise approved by the Engineer.

All work shall be performed in an expeditious and professional manner. The Contractor shall have sufficient crews and equipment to perform all work, including restoration, at the time the Work Order is assigned. The inability of the Contractor to meet contractual obligations, or to perform assigned work in a satisfactory manner, shall be grounds for termination of the Contract, and/or reassignment of the work for construction by others. The County reserves the right to add or delete sites and project locations from the Work Orders. There are no guaranteed Work Order locations. The Contractor shall only be compensated for that work satisfactorily completed. There will be no compensation to the Contractor for cancellation of the Contract or for any assigned work that is not satisfactorily constructed and accepted by the County.

This contract does not guarantee that work assignments requested will be typical start-to-finish projects. The Contractor may be asked to complete site restoration following a repair or installation performed by the County, or pick up in the middle of a project. The

1 Contractor shall be prepared to perform the work of any assignment
2 from any point of the work.
3

4 Prior to assignment of any Work Order, and based on mutual
5 discussions between the County and the Contractor, the Contractor
6 shall prepare a detailed work plan for each project. The work plans
7 shall include a project schedule and a not-to-exceed budget amount.
8 The not to exceed budget amount and the project schedule will be
9 included as part of the Work Order Release Notification package
10 issued to the contractor. The project schedule shall include the type
11 of work being performed, known MOT operations, and any work to
12 be performed outside normal work times (as defined by the contract).
13 Adjustments to Project Schedules shall be submitted on the
14 Thursday prior to the week when known work is to occur.
15

16 ARTICLE SP-2 ADDITIONAL INFORMATION AND STUDIES
17

18 Restoration for routine mainline installation within a 3'0" to 6'0" cut
19 range shall be limited to a five (5) foot wide work area. Any
20 restoration required outside of this limit shall be at the Contractors'
21 expense.
22

23 Color Audio-Video Construction records per specifications shall be
24 required for all installations with an estimated value greater than or
25 equal to \$50,000.00 that are not considered repairs.
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

ARTICLE SP-3

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

Note: The Supplemental Technical Specifications presented herein are project specific and are only related to this project and are not part of PCU's Standard Technical Specifications. All STS will be designated as such in lower right hand corner of document by Pinellas County-STs. All Supplemental Technical Specifications will have a **(S)** designation following the section title in the Table of Contents and each specification will be designated in lower right hand corner as PC-002246E, where 002246E designates the specific Project Job Number.

01 20 01 MEASUREMENT AND PAYMENT

ARTICLE SP-4

MODIFICATIONS TO THE STANDARD TECHNICAL SPECIFICATIONS

01 32 33

COLOR AUDIO-VIDEO CONSTRUCTION RECORDS - 1.01 DESCRIPTION:

Remove paragraphs C, D and E.

01 35 00

SPECIAL PROJECT PROCEDURES – 1.02 REPAIRS – A. WORK SCHEDULE AND EMERGENCY RESPONSE TIME

Replace Paragraph 1.02.A.2 and 1.02.A.3

2. The first priority of the County and the Contractor shall be to stabilize conditions in need of emergency response so that the health and safety of the citizens of Pinellas are protected and Pinellas County's property, facilities and employees are protected.

Upon identifying the need for work to be performed which may require initial excavation under this contract, the Engineer, or his designee, will meet with the Contractor to review the scope of work. Following this initial meeting, the Engineer or his designee will provide the Contractor

with a scope of work.

3. The Contractor shall prepare a detailed cost estimate using the prices included in Section E, Bid Submittal. This cost estimate shall include the Contractor-developed and detailed statement of work showing the quantities of line items, required MOT and shop drawings/sketches for the project where appropriate. The Contractor shall ensure that its proposal is complete using the applicable specifications and standards included herein. As part of the price proposal, the Contractor shall also develop a schedule for completion of the work, based on the nature of the emergency response condition. The cost estimate and schedule for completion shall be provided within 24 hours of the initial notification of emergency response.

01 57 00 CONTROL OF WORK – 1.01 SCOPE OF WORK

Add paragraph:

I - No blasting shall be done except upon written approval by the Owner and any other governmental agency or political subdivision having jurisdiction.

01 78 39 PROJECT RECORD DOCUMENTS

Section - 1.05 SPECIAL REQUIREMENTS FOR WATER MAINS, RECLAIMED MAINS AND FORCE MAINS

Add paragraphs:

E. As-Built record drawings for small diameter pipe installed by horizontal directional drilling shall reflect the bore locations along the bore path (entry and exit) that shall be coordinated with the guidance system logs as required per specification 33 05 21.

F. As-Built record drawings for large diameter pipe installed by horizontal directional drilling shall reflect all information such as the location along the bore path from entry to exit points, drill entrance and exit angles, x, y and z coordinates based on North American Vertical Datum of 1988 (**NAVD 88**) and North American Datum of 1983, 1990 Adjustment (**NAD 83/90**), etc., and as required per specification 33 05 22.

Section - 1.08 SUBMITTAL

Replace paragraph B with:

B. As-Built Drawings: Contractor shall provide one set of As-Built drawings in clean, undamaged condition. As-built drawings shall

be submitted as follows:

1. For potable water or reclaimed main installations less than 500 linear feet in length (including main offsets), a contractor provided sketch shall be provided. Mark each drawing with a red erasable pencil, showing the as-built condition fully and accurately. Provide information as required under Paragraph 1.05 and any other information that is recognized to be of importance, but was for some reason not shown on either the Task Order Drawings (if provided). Give particular attention to concealed work that would be difficult to measure and record at a later date. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on the cover of each set.
2. For potable water or reclaimed main installations 500 linear feet or greater, as-built survey shall be provided by a Professional Surveyor licensed in the State of Florida. Provide information as required under Paragraph 1.05 and any other information that is recognized to be of importance, but was for some reason not shown on the Work Order Drawings (if provided). Give particular attention to concealed work that would be difficult to measure and record at a later date. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on the cover of each set.

TECHNICAL SPECIFICATION CHECKLIST

Project Name: Annual Potable Water and Reclaimed Water Repair Services
FY20-21 Project Number: 002246E

The following sections of the Standard Technical Specifications will apply to this contract if marked "X" as shown below:

00 75 00	☒	Special Provisions and Supplemental Technical Specifications - S
01 20 01	☒	Measurement and Payment - S
01 32 33	☒	Color Audio-Video Construction Records
01 35 00	☒	Special Project Procedures
01 42 01	☒	Reference Standards and Definitions
01 45 17	☒	Pipeline Testing Requirements
01 55 26	☒	Traffic Regulation
01 57 00	☒	Control of Work
01 57 13	☒	Erosion and Sedimentation Control
01 58 01	☐	Project Identification Signs
01 78 39	☒	Project Record Documents
03 10 01	☒	Concrete Materials
09 91 00	☒	Painting and Protective Coatings
31 23 33	☒	Excavation and Backfill for Pipes
31 23 34	☒	Excavation and Backfill for Structures
32 12 01	☒	Stabilized and Asphalt Roadway Restoration
32 13 01	☒	Concrete Sidewalks, Driveways and Gutters
32 92 01	☒	Seeding and Sodding
33 01 31	☐	Sanitary Sewer Cured in Place Pipelining
33 01 32	☐	Sanitary Sewer Cleaning and Televising
33 01 33	☐	Manhole Rehabilitation
33 01 34	☐	Sanitary Sewer Pipe Repairs
33 01 35	☐	Multi-Component Stress Panel Manhole Liner System
33 01 36	☐	Urethane/ Epoxy, Polyurea Manhole Liner System
33 01 37	☐	Polyurethane Manhole Liner System
33 01 38	☐	Polymorphic Resin Manhole Liner System
33 01 39	☐	Calcium Aluminate Manhole Liner System
33 01 40	☐	CIPP Structural Lateral Connection Lining
33 05 20	☒	Jacking and Boring
33 05 21	☒	Horizontal Directional Drilling
33 05 22	☒	Horizontal Directional Drilling – Subaqueous Crossings and Large Diameter Installations
33 11 01	☒	Potable Water Main Piping and Appurtenances
33 13 01	☒	Disinfection of Potable Water Mains
33 32 00	☐	Submersible Wastewater Pumping Stations
33 33 01	☐	Gravity Sewers
33 34 00	☐	Sanitary Sewage Force Mains and Appurtenances
33 35 01	☒	Reclaimed Water Main Piping and Appurtenances
33 39 00	☐	Sanitary Sewer Structures
40 95 01	☐	Wastewater Pump Station SCADA Remote Telemetry Unit (RTU)
48 11 30	☒	Standby Diesel Generators

END OF SECTION



SECTION E - SPECIFICATIONS

Annual Potable Water & Reclaimed Water Repair Services

**FY 2022 – FY 2024
Project No. 002246E
February 2022**

SECTION 01 20 01

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered included in the scope of the appropriate listed work items. The Contractor shall be responsible for supervision and superintendence at all work sites, which shall be considered as contractor overhead and no additional payment will be made beyond the specified bid items.
- B. The descriptions in the following sections generally define the work and materials, etc. associated with each Pay Item listed. This information is provided to assist the Contractor in assigning and accounting for costs associated with each pay item. It is the Contractor's sole responsibility to fully establish the cost for each item and the work in its entirety related to each Pay Item.
- C. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, Project Record Documents, and performance of all operations relative to construction of this project, will be made under Pay Items listed herein and in accordance with the accepted Proposal. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. Unless, such Item was previously approved by the Engineer, such incidental item will be paid under the terms and conditions of Unspecified Work.

1.02 BID ITEMS

The bid item descriptions, method of measurement and basis for payment are listed on the following pages:

1 GROUP A - MOBILIZATION

2
3 **MOBILIZATION FOR ROUTINE RESPONSE**

4
5 Pay Items:

6
7 101-0100-0001 Mobilization for Routine Response

8
9 Description - The work specified in this item consists of the preparatory work and
10 operations in mobilizing for beginning work on the project. This item includes, but is
11 not limited to, those operations necessary for the movement of personnel,
12 equipment, supplies and incidentals to and from the project site as a single
13 occurrence per work site., and for the establishment of Subcontractor's temporary
14 offices, buildings, safety equipment, first aid supplies, sanitary and other facilities, as
15 required by these Specifications, special provisions, and State and local laws and
16 regulations. The costs of bonds, permits and any required insurance, and any other
17 preconstruction expense necessary for the start of the work, excluding the cost of
18 construction materials, shall also be included in this item. Labor and equipment
19 travel time from/to the site is included in this pay item.
20

21
22
23 Maintenance of Traffic for two lane roadways (as specified per FDOT Index 102-601,
24 102-602, 102-603, 102-604, 102-605, and 102-606) is included with this pay
25 item unless otherwise determined by the Engineer; it shall in all cases
26 include providing the maintenance of traffic plan.
27

28 For routine work, as identified by the Engineer or his designee, the Contractor will
29 be required to respond to the request of the Engineer, or designated
30 representative within ten (10) calendar days of notification. The Scope of Work will
31 be developed by Project manager and will be executed in accordance with the
32 terms and conditions of this contract.
33

34 For routine work required outside the normal working hours established in
35 the contract, additional labor costs associated with overtime work will be paid for
36 under Unspecified Line Item at the rates in Table-B, Column 4.
37 Table-B located at the end of Measurement and Payment Section 01 20 01.
38

39 Measurement - The quantity of mobilization to be paid for under this item shall
40 be measured as one unit each (EA) per job assignment. One (1) mobilization
41 will be allowed for each job assignment, project, or work order no matter how
42 many times the equipment must be relocated by loading, transporting and
43 unloading, or under its own power to complete the job assignment or project.
44
45
46

MEASUREMENT AND PAYMENT
01 20 01-2

2/28/22

PC-002246E

1 **MOBILIZATION FOR EMERGENCY RESPONSE**

2
3 Pay Items:

4
5 101-0100-0002 Mobilization for Emergency Response

6
7 Description - The work specified in this item consists of the preparatory work and
8 operations in mobilizing for beginning work on the project. This item includes, but is
9 not limited to, those operations necessary for the movement of personnel,
10 equipment, supplies and incidentals to the project site, and for the establishment of
11 Subcontractor's temporary offices, buildings, safety equipment, first aid supplies,
12 sanitary and other facilities, as required by these Specifications, special provisions,
13 and State and local laws and regulations. The costs of bonds, permits and any
14 required insurance, and any other preconstruction expense necessary for the start of
15 the work, excluding the cost of construction materials, shall also be included in this
16 item. Labor and equipment travel time from/to the site is included in this pay item.

17
18 Maintenance of Traffic for two lane roadways (as specified per FDOT Index
19 102-601, 102-602, 102-603, 102-604, 102-605, and 102-606) is included with
20 this pay item unless otherwise determined by the Engineer; it shall in all cases
21 include providing the maintenance of traffic plan.

22
23 For emergency work, as identified by the Engineer or his designee, the Contractor
24 will be required to respond to the request of the Engineer or his designated
25 representative within one (1) hour from the notice by telephone, and mobilize with a
26 competent crew and necessary equipment and materials within two (2) hours of
27 verbal notification, including weekends. The Scope of Work will be executed in
28 accordance with the terms and conditions of this contract.

29
30 For emergency work required outside the normal working hours established in the
31 contract, additional labor costs associated with overtime work will be paid
32 for under Unspecified Line Item at the rates in Table-B, Column 4.
33 Table-B located at the end of Measurement and Payment Section 01 20 01.

34
35 Measurement - The quantity of mobilization to be paid for under this item shall be
36 measured as one unit each (EA) per job assignment. One (1) mobilization will be
37 allowed for each job assignment, project, or work order no matter how many times
38 the equipment must be relocated by loading, transporting and unloading, or under its
39 own power to complete the job assignment or project.

40
41
42
43
44
MEASUREMENT AND PAYMENT
01 20 01-3

2/28/22

PC-002246E

1 GROUP B – PIPELINE INSTALLATION

2
3
4 **PROJECT AS-BUILT SURVEY**

5
6 Pay Items:

7
8 005-0900 As-Built Survey

9
10 Description: Reference Pinellas County Standard Technical Specifications for
11 Utilities and Related Construction – latest edition (Spec. 01 78 39).

12
13 Measurement: The quantity to be paid for under this pay item shall per each (EA) as-
14 built survey completed by a professional surveyor based on the linear foot of potable
15 or reclaimed main installed.

16
17
18
19 **REMOVE UNSUITABLE MATERIAL BELOW TRENCH GRADE**

20
21 Pay Items:

22
23 120-0020 Excavation, Unsuitable Material

24
25 Description: The work specified in this item describes the removal of soil unsuitable
26 for a proper foundation, encountered at trench grade. The unsuitable soil shall be
27 removed and disposed of the full width of the trench and to the depth required by the
28 Engineer and replaced with approved bedding material. The backfill shall be
29 thoroughly compacted and shaped to form the pipe bed.

30
31 Measurement: The quantity to be paid for under this Item shall be the volume in
32 cubic yards (CY), computed by the average end area method, of the unsuitable
33 material removed within the limits of depth shown on the Plans or as directed by the
34 Engineer or his representative.

35
36
37
38 **FLOWABLE FILL (EXCAVATABLE CONCRETE FDOT SECTION 121)**

39
40 Pay Items:

41
42 121-1000 Flowable Concrete Fill

43
44 Description: Reference Pinellas County Standard Technical Specifications
45 for Roadway and Related Construction – latest edition (Spec 121).

46
MEASUREMENT AND PAYMENT
01 20 01-4

2/28/22

PC-002246E

Measurement: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 121).

SELECT BEDDING AND BACKFILL MATERIAL

Pay Items:

125-3001 Select bed & backfill material- gravel

Description: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 125-3000).

Measurement: The quantities to be paid for under this item shall be the number of cubic yards (CY) measured, compacted in place and accepted. Payment for furnishing, placing and compaction of all extra bedding ordered in writing by the Engineer, shall be on a cubic yard (CY) basis as measured in place.

DIRECTIONAL DRILLING OF PIPE

Pay Items:

PW-330521-202-02P17RJF	Directional bore 2" restr. joint PVC SDR17 incl. fittings
PW-330521-202-02PE9	Directional bore 2" HDPE DR-9
PW-330521-202-04FP18	Directional bore 4" Fusible or restr. Jt. C900 PVC Pipe DR18
PW-330521-202-04PE11	Directional bore 4" HDPE DR-11
PW-330521-202-06FP18	Directional bore 6" Fusible or restr. Jt. C900 PVC Pipe DR18
PW-330521-202-06PE11	Directional bore 6" HDPE DR-11
PW-330521-202-08FP18	Directional bore 8" Fusible or restr. Jt. C900 PVC Pipe DR18
PW-330521-202-08PE11	Directional bore 8" HDPE DR-11
PW-330522-202-10PE11	Directional bore 10" HDPE DR-11
PW-330522-202-12FP18	Directional bore 12" Fusible or restr. Jt. C900 PVC Pipe DR18
PW-330522-202-12PE11	Directional bore 12" HDPE DR-11
PW-330522-202-14PE11	Directional bore 14" HDPE DR-11

Description: This bid item describes measurement and payment for potable or reclaimed water pipe installed by horizontal directional drill (HDD). The pay quantities for the work specified under this item shall be the number of linear feet of

MEASUREMENT AND PAYMENT

01 20 01-5

2/28/22

PC-002246E

the type and size of pipe specified in the bid form installed where shown on the drawings or where directed by the Engineer or his representative. The unit price includes: furnishing and installing the pipe by directional bore, two 14 gauge minimum tracer wire, tracer wire testing, appurtenances, DI/HDPE mechanical joint adapters, pipe and joint restraints for connections to fittings, and other appurtenances, and materials above or below ground along pipeline alignment; joints and jointing materials, labor, machinery, construction equipment, directional boring equipment, bentonite clay slurry seal, launching and receiving pits, exploratory pits; bracing, shoring, sheeting, bedding and backfill; adjusting existing underground utilities; disposal of spoil; pressure testing; pigging, flushing, cleaning; erosion protection and control, surface grading; and all other related and necessary materials, work and equipment required to construct a complete operable pipeline. The cost of fittings and fitting restraints for 2" diameter pipe shall be included in the price of the 2" diameter pipe. The cost of Project Record Documents are included in the cost of this item.

Measurement: Measurement for payment for furnishing and installing HDD pipe for drill depths up to 20 foot deep shall be made on a per linear foot (LF) basis as measured horizontally above the pipe centerline through valves and fittings for all pipe. Measurement for payment for finishing and installation HDD pipe or drill depths greater than 20 foot depth shall be made on a per linear foot (LF) basis of the actual length of pipe installed.

OUT OF SERVICE MAIN GROUTING

Pay Items:

PW-331101-105-9001 Out of service main grouting

Description: The work covered by this Item consists of the filling of pipe abandoned under roadways or as instructed by the jurisdictional authority or the Engineer, by pumping the entire pipe full of grout

Measurement: The quantities of grout to be paid for under this Item shall be the number of cubic yards (CY), measured along the centerline and calculated volume of fill, in place, completed and accepted.

DISCONNECT, CUT & PLUG MAINS

Pay Items:

PW-331101-105-90204	Disconnect and plug 2" or 4" W.M. / RCW
PW-331101-105-90406	Disconnect and plug 6" or 8" W.M. / RCW
PW-331101-105-91012	Disconnect and plug 10" or 12" W.M / RCW

Description: This bid item describes measurement and payment for furnishing all labor, equipment and materials to disconnect and cap/plug potable and reclaimed water mains that will remain in service. The unit price shall include all nuts, bolts, gaskets, caps/plugs, thrust blocks, color coded polyethylene encasement, cutting existing pipe, removal of up to twenty feet of existing water main, removal of valve boxes, blow-off assemblies, abandon fire hydrants, erosion protection and control, disposal of water, dewatering and all other operations required to disconnect and cap/plug the potable or reclaimed water mains. All joints restrained.

Measurement: The quantity of disconnect and cap/plug water mains to be paid for under this item shall be the number each (EA) measured in place, completed and accepted.

PIPE INSTALLATION

Pay Items:

PW-331101-304-02P17RJF	2" PVC restrained pipe SDR 17 including fittings
PW-331101-304-02P21	2" PVC pipe SDR-21 including fittings
PW-331101-304-04D	4" D.I. pipe class 350
PW-331101-304-04DRJF	4" D.I. restrained pipe class 350
PW-331101-304-04P18	4" PVC pipe C900 DR 18
PW-331101-304-04P18RJF	4" PVC restrained pipe C900 DR 18
PW-331101-304-04PE11	4" HDPE DR 11, DIPS OD
PW-331101-304-06D	6" D.I. pipe class 350
PW-331101-304-06DRJF	6" D.I. restrained pipe class 350
PW-331101-304-06P18	6" PVC pipe C900 DR 18
PW-331101-304-06P18RJF	6" PVC restrained pipe C900 DR 18
PW-331101-304-06PE11	6" HDPE DR 11, DIPS OD
PW-331101-304-08D	8" D.I. pipe class 350
PW-331101-304-08DRJF	8" D.I. restrained pipe class 350
PW-331101-304-08P18	8" PVC pipe C900 DR 18
PW-331101-304-08P18RJF	8" PVC restrained pipe C900 DR 18
PW-331101-304-08PE11	8" HDPE DR 11, DIPS OD
PW-331101-304-10D	10" D.I. pipe class 350

MEASUREMENT AND PAYMENT
01 20 01-7

2/28/22

PC-002246E

PW-331101-304-10DRJF	10" D.I. restrained pipe class 350
PW-331101-304-10P18	10" PVC pipe C900 DR 18
PW-331101-304-10P18RJF	10" PVC restrained pipe C900 DR 18
PW-331101-304-10PE11	10" HDPE DR 11, DIPS OD
PW-331101-304-12D	12" D.I. pipe class 350
PW-331101-304-12DRJF	12" D.I. restrained pipe class 350
PW-331101-304-12P18	12" PVC pipe C900 DR 18
PW-331101-304-12P18RJF	12" PVC restrained pipe C900 DR 18
PW-331101-304-12PE11	12" HDPE DR 11, DIPS OD
PW-331101-304-14PE11	14" HDPE DR 11, DIPS OD

Description: The work consists of furnishing all labor, equipment and materials and installing potable or reclaimed water pipe by the open-cut method in accordance with the specifications.

The unit price shall include all costs necessary to install the pipe up to 6 feet in depth, including: survey layout (based upon property monuments established by others); protection of property; protection of existing utilities, mailboxes and service connections; erosion protection (silt fence, hay bales, floating turbidity barriers, or other means, as required); materials, dewatering, pavement cutting, extra pipe fitting material including joints/jointing material/restraints; shoring and sheeting; bracing; utility crossings; barricades; clearing; grubbing and stripping of the right-of-way; trenching, including exploratory excavation; bedding and backfilling; pigging; flushing and cleaning; pressure testing. Fittings shall be included in the cost of 2" pipe. Dual tracer wire and tracer wire testing shall be included in the price for PVC pipe items. Polyethylene encasement shall be included in the bid price for DI pipe items.

All pipe installed will require Project Record Documents as required per specification 01 78 39 and as amended per specification 00 75 00. As-built drawings for installed pipe lengths of less than 500 linear feet shall be included in this pay item. As-built surveys for installed pipe lengths 500 linear feet or greater shall be paid for under separate pay item.

Furnishing and installing chlorine injection points, temporary blow-off assemblies, disinfection, pumps and appurtenances, method of chlorination for pipe disinfection, method of de-chlorination for fluids used for disinfection of potable water mains, and ductile iron fittings shall be paid under separated pay item. Additional payment will be made for extra depth installation over six feet. Well point dewatering is an authorized pay item only when the installation is below 6 feet in depth and site conditions warrant; all dewatering up to 6 feet in depth is included in this pay item.

Measurement: Measurement for payment for furnishing and installing pipe shall be made on a per linear foot (LF) basis as measured horizontally above the pipe centerline through valves and fittings for all pipe. Restrained joint pipe pay limits shall not exceed the values shown in the restrained joint table.

MEASUREMENT AND PAYMENT 01 20 01-8

2/28/22

PC-002246E

ADDITIONAL RESTRAINED JOINTS

Pay Items:

PW-331101-304-02RJ	2" Restrained Joints.
PW-331101-304-04RJ	4" Restrained Joints.
PW-331101-304-06RJ	6" Restrained Joints.
PW-331101-304-08RJ	8" Restrained Joints.
PW-331101-304-10RJ	10" Restrained Joints.
PW-331101-304-12RJ	12" Restrained Joints.

Description: The work specified in this item describes measurement and payment for furnishing all labor, equipment and materials and installing restrained joint hardware including mechanical joint restrainers, bell restrainers and PVC restrainers complete including bolts, gaskets, rods, special flanges, color coded polyethylene encasement, testing, acceptance, and ready for service. Restrained joints for pipe associated with fittings per the design of new pipe shall be paid for under separate pay item. This item shall only be used to restrain existing in service pipelines or to install additional restraints above the amount specified in Pinellas County Standard Details (latest version) - Detail PCU GD 11, as directed by the Engineer or his representative.

Measurement: The quantities of restrained joints to be paid for under this item shall be the number of each (EA) measured in place and accepted. No restrained joint hardware or any part of a restrained joint hardware shall be included for payment under more than one item.

OVER DEPTH EXCAVATION

Pay Items:

PW-331101-304-90204	2"-4" pipe and appurtenances over depth excavation
PW-331101-304-90608	6"-8" pipe and appurtenances over depth excavation
PW-331101-304-91012	10"-12" pipe and appurtenances over depth excavation

Description: The work consists of furnishing all labor and equipment to excavate additional depth greater than 6 feet depth for installation of potable or reclaimed water pipe by the open-cut method in accordance with the specifications. The unit price shall include all costs necessary to excavate additional depth over 6 feet including: survey layout (based upon

MEASUREMENT AND PAYMENT
01 20 01-9

2/28/22

PC-002246E

property monuments established by others); protection of property, existing utilities, mailboxes and service connections; erosion protection (silt fence, hay bales, floating turbidity barriers, or other means, as required); materials; pavement cutting; shoring and sheeting; bracing; utility crossings; barricades; clearing; grubbing and stripping of the right-of-way; trenching, including exploratory excavation; bedding; and backfilling. Well point dewatering is an authorized pay item when the installation is below 6 feet in depth and site conditions warrant.

Measurement: Measurement for payment for excavating each additional foot of depth to install pipe or appurtenances shall be made on a per linear foot (LF) basis for each additional vertical foot of depth over 6 feet as measured horizontally above the pipe centerline through valves and fittings.

REMOVE OUT OF SERVICE MAINS 2" – 12"

Pay Items:

PW-331101-305-90204	Remove Out of Service Pipe 2" to 4"
PW-331101-305-90608	Remove Out of Service Pipe 6" to 8"
PW-331101-305-91012	Remove Out of Service Pipe 10" to 12"

Description: The work consists of furnishing all labor and equipment to remove and dispose of out of service mains. Unless otherwise indicated by the Engineer or his representative, the pipe removed becomes the property of the Contractor. The unit price shall include all costs necessary to remove the pipe (including fittings, hydrants, reverse deadmen, etc) including mobilization, maintenance of traffic, pavement cutting, trenching, replacement of base material, dewatering, sheeting, bracing, utility crossings, barricades, clearing of the right-of-way, protection of property, backfilling, restoration of pavement and grass, etc.

Measurement: The quantities of mains removed or adjusted to be paid for under this Item shall be the length in linear feet (LF) of pipe measured along the centerline of the pipe through valves and fittings actually removed.

SLEEVED CONNECTIONS

Pay Items:

PW-331101-308-02SC	2" sleeved connections
PW-331101-308-04SC	4" sleeved connections
PW-331101-308-06SC	6" sleeved connections
PW-331101-308-08SC	8" sleeved connections

MEASUREMENT AND PAYMENT
01 20 01-10

2/28/22

PC-002246E

PW-331101-308-10SC 10" sleeved connections
PW-331101-308-12SC 12" Sleeved Connection

Description: The work consists of connecting new potable or reclaimed water mains to existing potable or reclaimed water mains. The quantity to be paid for under this item is the number of connections acceptably installed to the limits shown on the drawings. The unit price shall include notification of shutdown to property owners, dewatering, establishing alignment, moving and aligning old and new pipe, cleaning and cutting old pipe, sterilization, restraint jointing materials, color-coded polyethylene encasement, and all other operations required to make the connection. All connections shall include the cost of the sleeve or coupling, joint restraints and removal & disposal of up to twenty feet of existing main. Valves, pipe, additional joint restraints on existing main and fittings for connections shall be paid for under separate pay items.

Measurement: The quantities for payment for furnishing and installing sleeved connections shall be made on a per each (EA) basis measured in place, completed and accepted.

REVERSE DEADMAN

Pay Items:

PW-331101-308-90204RD Reverse Deadman for 2" to 4" pipe
PW-331101-308-90608RD Reverse Deadman for 6" to 8" pipe
PW-331101-308-91012RD Reverse Deadman for 10" to 12" pipe

Description: The work covered by this item consists of reverse deadman installation for mains up to 12 inch in diameter. The installation shall include the corresponding size restrained joint as shown in the standard detail. This pay item includes: the furnishing of all materials and for the proper installation of the reverse deadman in strict accordance with the appropriate pipe specifications, excavation, erosion protection and control, backfill, dewatering, sheeting, shoring, surface grading, disposal of water, appropriate sized joint restrain, and concrete, all tools, equipment, labor, and materials necessary to install the reverse deadman as shown, specified or required for the proper completion of the work.

Measurement: The quantities to be paid for under this item shall be each (EA) reverse deadman, measured completed and accepted.

DUCTILE IRON PIPE FITTINGS

Pay Items

PW-331101-308-C153 Ductile Iron Pipe Fittings

Description: This bid item describes measurement and payment for installing compact ductile iron (D.I.) pipe fittings used in the construction and adjustment of reclaimed and potable water mains. All fitting shall include and be installed with joint restraints. The unit price includes furnishing and installing all fittings and materials above or below ground along the pipeline alignment; joints, joint restrainers, and jointing materials; thrust blocking; bracing, shoring, and sheeting; dewatering, clearing, grubbing, and stripping; trenching, bedding and backfill; constructing the specified protection and adjusting of existing above ground and underground utilities and service connections; disposal of spoil; color coded polyethylene encasement; pressure testing; erosion protection and control, and all other related and necessary materials, work and equipment required to construct a complete, operable pipeline.

Measurement: The quantity to be paid for under this item is the weight in tons (TN) of compact ductile iron pipe fittings acceptably installed as shown on the drawings or where directed by the Engineer or his representative. The weight of each compact fitting shall be as denoted in the manufactures' catalogues without bolts/nuts, glands, and accessories. This bid item includes, but not limited to, tees, bends, crosses, plugs and caps, reducers and increasers. See Table A-1 located at the end of Measurement and Payment Section 01 20 01.

VALVES AND VALVE BOXES

Pay Items

PW-331101-309-02RW	2" Resil. wedge gate valve and box
PW-331101-309-04RW515	4" Resil. wedge gate valve and box
PW-331101-309-06RW515	6" Resil. wedge gate valve and box
PW-331101-309-08RW515	8" Resil. wedge gate valve and box
PW-331101-309-10RW515	10" Resil. wedge gate valve and box
PW-331101-309-12RW515	12" Resil. wedge gate valve and box

Description: This Bid Item describes measurement and payment for installing valves of various types, and valve boxes, for reclaimed and potable water mains. The unit bid price includes furnishing and installing valves, valve boxes and covers, color coded polyethylene encasement, tracer wire access, filter fabric, valve identification tags, paint reference stripe on curb, painting of valve cover, concrete valve box pad, extension stems, joint restraints, pressure testing, excavation, backfill, dewatering, sheeting, shoring, surface grading and incidental construction associated with these items.

MEASUREMENT AND PAYMENT
01 20 01-12

2/28/22

PC-002246E

Measurement: Measurement and payment shall be on an individual basis for each (EA) according to the diameter, type, and joint requirements, as set forth on the Bid Form.

FIRE HYDRANT ASSEMBLY

Pay Items

PW-331101-310-0002	Fire Hyd. Assem. w/ valve (5-1/4")
PW-331101-310-0003	Fire Hyd. Assem. w/out valve (5-1/4")

Description: This bid item describes measurement and payment for installing fire hydrant assemblies with or without valves used in the construction of potable water mains. All Fire Hydrant lead longer than 10-ft from the main connection shall have a valve installed at the hydrant assemble. The valve at the main line will be paid under separate pay item. The unit bid price includes furnishing and installing fire hydrants, valves, barrel extensions, restrained and anchoring pipe, anchoring elbows, fittings, valve boxes and covers, color coded polyethylene encasement, tracer wire access, filter fabric, valve identification tags, paint reference stripe on curb, painting of valve cover and fire hydrant, concrete valve box pad, extension stems, joint restraints, pressure testing, excavation, backfill, dewatering, sheeting, shoring, surface grading and incidental construction associated with these items.

Measurement: The quantity of fire hydrant assemblies with valves to be paid for under this item shall be the number each (EA) measured in place, completed and accepted.

RELOCATE FIRE HYDRANTS

Pay Items

PW-331101-310-9001	Relocate Fire Hydrants
--------------------	------------------------

Description: This bid item describes measurement and payment for disconnecting and relocating existing fire hydrant assemblies as directed on potable water mains. The quantity to be paid for under this item is the number of relocated fire hydrant assemblies and appurtenances acceptably disconnected and reinstalled as shown on the drawings or where directed by the Engineer or his representative. . The unit bid price includes removal and reinstalling fire hydrants, with new barrel extensions, restrained and anchoring pipe, restrained 18" offset as necessary for grade

MEASUREMENT AND PAYMENT
01 20 01-13

2/28/22

PC-002246E

adjustment, anchoring elbows, fittings, color coded polyethylene encasement, joint restraints, pressure testing, painting fire hydrant, excavation, backfill, dewatering, sheeting, shoring, surface grading and incidental construction associated with these items.

Measurement: The quantities of relocated fire hydrant assemblies to be paid for under this Item shall be the number of each (EA) measured in place, completed and accepted.

TAPPING SADDLE/SLEEVE AND VALVE

Pay Items

PW-331101-312-0402TV	4" x 2" Tapping Saddle Valve & Box
PW-331101-312-0404TV	4" x 4" Tapping Sleeve Valve & Box
PW-331101-312-0602TV	6" x 2" Tapping Saddle Valve & Box
PW-331101-312-0604TV	6" x 4" Tapping Sleeve Valve & Box
PW-331101-312-0606TV	6" x 6" Tapping Sleeve Valve & Box
PW-331101-312-0802TV	8" x 2" Tapping Saddle Valve & Box
PW-331101-312-0804TV	8" x 4" Tapping Sleeve Valve & Box
PW-331101-312-0806TV	8" x 6" Tapping Sleeve Valve & Box
PW-331101-312-0808TV	8" x 8" Tapping Sleeve Valve & Box
PW-331101-312-1006TV	10" x 6" Tapping Sleeve Valve & Box
PW-331101-312-1008TV	10" x 8" Tapping Sleeve Valve & Box
PW-331101-312-1010TV	10" x 10" Tapping Sleeve Valve & Box
PW-331101-312-1206TV	12" x 6" Tapping Sleeve Valve & Box
PW-331101-312-1208TV	12" x 8" Tapping Sleeve Valve & Box

Description: This bid item describes measurement and payment for connecting new potable or reclaimed water mains to existing potable or reclaimed water mains. The quantity to be paid for under this item is the number of connections acceptably installed. Cut in tee and valve may be required in some locations due to utility conflicts and will be paid for as equal sized tap. The unit bid price includes all materials and installation from the point of connection to the main line including scheduling and notification of service interruptions, furnishing and installing tapping saddle, color coded polyethylene encasement, valves, taps, fittings, piping, joint restraints, valve boxes and covers, concrete valve box pads, valve extension stems, tracer wire access, valve identification tags, filter fabric, paint reference stripe on curb, painting of valve box cover, excavation, erosion protection and control, backfill, dewatering, sheeting, shoring, surface grading, disposal of water, pressure testing and all other related, necessary, and incidental materials, work and equipment required to complete the connection. All joints shall be restrained.

MEASUREMENT AND PAYMENT
01 20 01-14

2/28/22

PC-002246E

Measurement: Measurement shall be on an individual basis for each (EA) connection according to the diameter and type, as set forth on the bid form.

SERVICE CONNECTIONS

Pay Items

PW-331101-314-01LS	1" service connections
PW-331101-314-01SS	1" Service Connection (Short Side)
PW-331101-314-02LS	2" service connections
PW-331101-314-02SS	2" Service Connection (Short Side)
PW-331101-314-15LS	1- 1/2" service connections
PW-331101-314-15SS	1 1/2" Service Connection (Short Side)
PW-331101-314-75LS	3/4" service connections
PW-331101-314-75SS	3/4" Service Connection (Short Side))

Description: This bid item describes measurement and payment for installing long and short side 3/4", 1", 1-1/2", and 2" service connections for potable and reclaimed water mains. The quantity to be paid for under this item is the number of service connections and appurtenances acceptably installed as shown on the drawings or where directed by the Engineer or his representative. Additional service tubing for short services over 40 feet and long services over 100 feet in length shall be paid for under a separate pay item. The service casing shall be included in the pay item for long service connections. 3/4" and 1" service connections shall be made with a CC threaded corporation stop mounted on a service saddle. 1-1/2" and 2" service connections shall be made with an IPS threaded ball corporation stop mounted on a service saddle. The unit bid price shall include installing saddles, corporation stops, ball corporations; color coded HDPE potable or reclaimed water service tubing, HDPE or SCH 80 service casing by directional bore (for long service connections only), color coded tracer wire, potable or reclaimed water service box, tubing inserts, curb stops, handles on reclaimed service curb stops, meter couplings, meter gaskets, brass nipples, brass bushings, SCH 80 plugs; connections to existing meters, excavation, backfill, bracing, sheeting, shoring, dewatering, clearing, grubbing, stripping, and trenching; launching pits and receiving pits; bedding and backfill; disposal of soil; surface grading, pressure testing and cleaning; erosion protection and control; and all other related and necessary incidental materials, work and equipment required to construct a complete, operable potable or reclaimed water service assembly as shown in the standard details.

Measurement: Measurement shall be on an individual basis for each (EA) service connection installed in accordance with standard details (short services assemblies are less than or equal to 40 feet in length and do not include a service casing).

MEASUREMENT AND PAYMENT
01 20 01-15

2/28/22

PC-002246E

SERVICE TUBING

Pay Items

PW-331101-314-01ST	1" HDPE DR 9, CTS OD (Service Line Tubing)
PW-331101-314-02ST	2" HDPE DR 9, CTS OD (Service Line Tubing)
PW-331101-314-15ST	1 1/2" HDPE DR 9, CTS OD (Service Line Tubing)
PW-331101-314-75ST	3/4" HDPE DR 9, CTS OD (Service Line Tubing)

Description: This bid item describes measurement and payment for furnishing all labor, equipment and materials to install additional potable or reclaimed water service tubing with tracer wire that exceed the limits of other pay items. The unit bid price shall include installing color coded HDPE potable or reclaimed water service tubing, color coded tracer wire, tubing inserts, service couplings, excavation, backfill, bracing, sheeting, shoring, dewatering, clearing, grubbing, stripping, and trenching; bedding and backfill; disposal of soil; surface grading, pressure testing and cleaning; erosion protection and control; and all other related and necessary incidental materials, work and equipment required to construct a complete, operable potable or reclaimed water service line.

Measurement: Measurement shall be on a lineal feet basis for each additional lineal foot (LF) of service tubing according to the diameter as set forth on the bid form.

RELOCATE EXISTING SERVICES

Pay Items:

PW-331101-314-901MBR	1" Meter & Backflow (Remove, Relocate & Reconnect)
PW-331101-314-902MBR	2" Meter & Backflow (Remove, Relocate & Reconnect)
PW-331101-314-915MBR	1 1/2" Meter & Backflow (Remove, Relocate & Reconnect)
PW-331101-314-975MBR	3/4" Meter & Backflow (Remove, Relocate & Reconnect)

Description: The work consists of furnishing all labor, equipment and materials for disconnecting existing potable or reclaimed water service, relocating and resetting existing meter and backflow device, replacement of meter box, connection to existing pipe or tubing, and reconnecting the meter. Additional service tubing required shall be paid under other pay items. This unit bid price shall include: all materials, labor

MEASUREMENT AND PAYMENT
01 20 01-16

2/28/22

PC-002246E

and tools, necessary for the proper installation of the service, including but not limited to: excavation, removal and control of groundwater and surface water; backfill, bedding materials, disposal of spoil, surface grading, connections to the main, curb stops, meter box, meter couplings, meter gaskets, tapping saddles, tap, testing; and all other related and necessary incidental materials, work and equipment required to construct a complete, operable potable or reclaimed water service as shown in the standard details.

Measurement: The quantity of relocate existing services to be paid for under this Item shall be the number each (EA) measured in place, completed and accepted.

BOLLARDS (FIRE HYDRANT GUARDS)

Pay Items:

PW-331101-316-0001	Bollards (Fire Hydrant Guards)
--------------------	--------------------------------

Description: The work shall include the installation of bollards per Pinellas County Standard Details and includes: all labor, equipment and materials, coatings, excavation, backfilling, compaction, testing, restoration, and any required incidentals necessary to completely install the bollard.

Measurement - The quantities to be paid for under this item shall be each (EA) bollard installed, and accepted.

DISINFECTION OF POTABLE WATER MAINS

Pay Items:

PW331301-000-0206	Disinfection of 2" to 6" Water Main
PW331301-000-0812	Disinfection of 8" to 12" Water Main
PW331301-000-1420	Disinfection of 14" to 20" Water Main

Description: The work consists of furnishing all labor, equipment and materials required to process and disinfecting potable water mains and appurtenances prior to their placement for service. This unit price shall include furnishing and installing chlorine injection points, temporary blowoff assemblies, disinfection, pumps and appurtenances, method of chlorination for pipe disinfection, method of de-chlorination for fluids used for disinfection.

Measurement: The quantity to be paid for under this item shall be in lineal feet (LF) of pipe successfully disinfected, completed and accepted.

MEASUREMENT AND PAYMENT
01 20 01-17

BLOW-OFF AND AIR RELEASE ASSEMBLIES

Pay Items:

PW-331101-309-01AROS	1" air release assemblies (offset)
PW-331101-309-02AROS	2" air release assemblies (offset)
PW-331301-301-0002	2" Blow-off assemblies permanent
PW-331301-301-004A	4" Blow-off assemblies permanent

Description: This bid item describes measurement and payment for installing blow-off and air release assemblies on potable or reclaimed water mains. The unit bid price shall include installing the blow-off or air release assembly, testing, excavation, backfill, bracing, shoring, sheeting, dewatering, surface grading, erosion protection and control, furnishing and installing tap saddle, tap, corporation stop, ball corporation, curb stop, automatic air release valve, enclosure, testing, miscellaneous brass nipples and fittings, and incidental items required to install a new assembly as shown on the standard detail. The 4" blow-off assembly shall include a 4" resilient wedge (R.W.) gate valve, DI fittings, color coded polyethylene encasement, valve box (square for reclaimed water and marked "Reclaimed", round for potable water and marked "water"), concrete valve box pad, cam lock hose connection, and cam lock cap as shown in the standard details. The 2" blow-off assembly shall include a 2" resilient wedge valve, valve box (square for reclaimed water and marked "Reclaimed", round for potable water and marked "water"), 2" plug and coupling. All assemblies shall include tracer wire access, drainage gravel and miscellaneous nipples and fittings as shown in the standard details, filter fabric, valve identification tags, paint reference stripe on curb, painting of valve cover and meter boxes.

Measurement: Measurement shall be on an individual basis for each (EA) assembly installed and accepted.

GROUP C – PIPELINE POINT REPAIRS AND OFFSETS

PIPELINE POINT REPAIRS

Pay Items

PW-331101-500-0002	2" Dia. Point Repair
PW-331101-500-0004	4" Dia. Point Repair

MEASUREMENT AND PAYMENT
01 20 01-18

PW-331101-500-0006	6" Dia. Point Repair
PW-331101-500-0008	8" Dia. Point Repair
PW-331101-500-0010	10" Dia. Point Repair
PW-331101-500-0012	12" Dia. Point Repair
PW-331101-500-0016	16" Dia. Point Repair
PW-331101-500-0020	20" Dia. Point Repair
PW-331101-500-0024	24" Dia. Point Repair

Description: This item provides all labor, equipment and materials for the replacement of up to twenty (20) linear feet of pipe and may be used for routine response and emergency repairs at the discretion of the Engineer or his representative. The pipe being repaired may be PVC, HDPE, Ductile Iron, or Cast Iron. All ductile iron pipe shall have polyethylene encasement. The work includes furnishing and installing two full seal clamps, bell joint seal clamps or two solid sleeves, cutting existing pipe, pipe bedding, dewatering and disposal of existing pipe. Additional replacement pipe over twenty (20) linear feet will be paid for under pipe pay item for PIPE INSTALLATION. Excavations and dewatering for pipeline point repairs are separate pay items.

Measurement: The quantity to be paid under this item will be in accordance with each (EA) pipe size to be repaired as noted in the contract pay items.

PIPELINE RELOCATION OFFSET

Pay Items

PW-331101-501-0002	2" Dia. Pipe Offset
PW-331101-501-0004	4" Dia. Pipe Offset
PW-331101-501-0006	6" Dia. Pipe Offset
PW-331101-501-0008	8" Dia. Pipe Offset
PW-331101-501-0010	10" Dia. Pipe Offset
PW-331101-501-0012	12" Dia. Pipe Offset
PW-331101-501-0016	16" Dia. Pipe Offset

Description: The work consists of furnishing all labor, equipment, customer coordination/notification, and materials for the relocating of pipeline found to be in conflict with proposed improvements from other construction activities. The pipeline offset may be PVC, HDPE, Ductile Iron, or Cast Iron pipe. All ductile iron pipe shall have polyethylene encasement. The unit price includes up to 50 linear feet of pipe offset. Pipe relocation offsets greater than 50 linear feet shall be paid for under PIPE INSTALLATION and other Pay Items. Pipe relocation offsets are often times in close proximity to other utilities. All hand digging and other special precautions required to protect other utilities is included in the unit price. The unit price shall include all costs necessary to complete the offset and removing existing main including: survey layout (based on property monuments established by others), material, connection sleeves, reverse deadmen, joint restraints, polyethylene wrap on ductile iron pipe, tracer wire,

MEASUREMENT AND PAYMENT

01 20 01-19

2/28/22

PC-002246E

pavement cutting, backfilling, pressure testing, field layouts, and Project Record Documents. Excavation and dewatering for pipeline relocation offsets are separate pay items.

Measurement: The quantity to be paid under this item will be in accordance with each (EA) pipe relocation offset completed.

UTILITY INITIAL EXCAVATION

Pay Items

PW-331101-601-0006	Initial Excavation, 0' - 6' Depth
PW-331101-601-0608	Initial Excavation, 6' - 8' Depth
PW-331101-601-0810	Initial Excavation, 8' - 10' Depth
PW-331101-601-1012	Initial Excavation, 10' - 12' Depth
PW-331101-601-1214	Initial Excavation, 12' - 14' Depth
PW-331101-601-1416	Initial Excavation, 14' - 16' Depth

Description: The work consists of furnishing all labor, equipment, materials, traffic control and supervision necessary for the excavation exposing up to 30 linear feet of existing potable or reclaimed water pipe as measured along the pipe in a horizontal plane. The unit price shall contain all costs necessary to expose the pipe, temporary sheeting not ordered by the Engineer, dewatering, crushed stone, stabilization and protection of existing utilities, barricades and necessary traffic control, property protection, backfilling, compaction, and all other related and necessary materials required to expose the pipe to be repaired in accordance with the Contract Documents. There shall be one Initial Excavation per work site unless otherwise approved by the Engineer. The following items, if required or as determined by the Engineer, will be paid for under other Contract Pay Items: pipeline point repair, pipeline offset relocation, select backfill material, well point dewatering, by-pass pumping, surface restoration, sheeting left in place and pavement restoration.

Measurement: The quantity to be paid for under this item shall be the actual number of each (EA) per job assignment for initial excavation made in conjunction with exploration or pipe repair at the various cut ranges listed in the Proposal. The cut for Initial Excavation shall be the average of the pipe cut (grade elevation minus the pipe invert elevation) measured at each end of the trench, which measures 30 feet in length or less in conjunction of pipeline point repair or relocation offset.

ADDITIONAL EXCAVATION

Pay Items

PW-331101-602-0006	Additional Excavation, 0' - 6' Depth
PW-331101-602-0608	Additional Excavation, 6' - 8' Depth
PW-331101-602-0810	Additional Excavation, 8' - 10' Depth
PW-331101-602-1012	Additional Excavation, 10' - 12' Depth
PW-331101-602-1214	Additional Excavation, 12' - 14' Depth
PW-331101-602-1416	Additional Excavation, 14' - 16' Depth

Description: The work consists of furnishing all labor, equipment, materials, traffic control and supervision necessary for the excavation to expose existing pipe as measured in the horizontal plane in excess of the original 30 linear feet included in Initial Excavation pay item. This Pay Item is applicable only in conjunction with, and includes the same work as listed in Initial Excavation pay item.

Measurement: Measurement of payment shall be the actual number of linear feet (LF) per job assignment for additional excavations made in conjunction with exploration of pipeline point repair or relocation offset.

INITIAL WELL POINT DEWATERING

Pay Items

PW-331101-650-0608	Well Point Dewatering-Initial - 6' - 8' Depth
PW-331101-650-0810	Well Point Dewatering-Initial - 8' - 10' Depth
PW-331101-650-1012	Well Point Dewatering-Initial - 10' - 12' Depth
PW-331101-650-1214	Well Point Dewatering-Initial - 12' - 14' Depth
PW-331101-650-1416	Well Point Dewatering-Initial - 14' - 16' Depth
PW-331101-650-1699	Well Point Dewatering-Initial > 16' Depth

Description: Measurement and payment of this pay item is based on the mobilization and set up of dewatering equipment as required by the Contractor and allowed or directed by the Engineer to perform contracted work in accordance with the Technical Specifications. The work shall include all labor, equipment and materials, testing, and any required incidentals necessary to completely install, monitor and operate the dewatering system including the placement of up to ten (10) well points to the various depths listed in the proposal per job assignment. The dewatering system shall stabilize the excavation and remain in operation until backfilling operations are complete. This pay item shall include the maintenance, repairs, pumps, fueling, oiling greasing, and other operational support procedures and supplies required for the operation of the system.

MEASUREMENT AND PAYMENT
01 20 01-21

2/28/22

PC-002246E

Well point dewatering is an authorized pay item only when the installation is below 6 feet in depth and site conditions warrant or on emergency response work where site conditions warrant as directed by the County representative.

Measurement: The quantities to be paid for under this item shall be based on the depth of each (EA) dewatering system per job assignment, installed and accepted.

ADDITIONAL WELL POINTING

Pay Items

PW-331101-651-0608	Well Point Dewatering-Add'l - 6' - 8' Depth
PW-331101-651-0810	Well Point Dewatering-Add'l - 8' - 10' Depth
PW-331101-651-1012	Well Point Dewatering-Add'l - 10' - 12' Depth
PW-331101-651-1214	Well Point Dewatering-Add'l - 12' - 14' Depth
PW-331101-651-1416	Well Point Dewatering-Add'l - 14' - 16' Depth
PW-331101-651-1699	Well Point Dewatering-Add'l > 16' Depth

Description: This item provides all labor, materials and equipment for the placement and operation of additional well points over and above the ten (10) well points paid for under Well Point Dewatering- Initial pay item. The work includes connection of the well points to the dewatering pumping equipment.

Measurement: The quantity to be paid under this item will be the actual number of each (EA) well points placed and operated in the work as directed by the County representative for the various depths listed in the proposal less the ten (10) paid for under Well Point Dewatering- Initial pay item.

GROUP D – RESTORATION

ROADWAY BASE

Pay Items

200-1000	ROADWAY BASE, Lime Rock, Primed, Min. LBR 100, Variable Thickness
204-1000	ROADWAY BASE, Crushed Concrete/Graded

MEASUREMENT AND PAYMENT
01 20 01-22

2/28/22

PC-002246E

1 Aggregate, Min. LBR 100, Variable Thickness
2 234-1250-000 SUPERPAVE ASPHALT BASE, Type B 12.5,
3 Variable Thickness
4

5 Description: Reference Pinellas County Standard Technical Specifications for
6 Roadway and Related Construction – latest edition (Spec 200, 204, and 234).
7

8 Measurement: Reference Pinellas County Standard Technical Specifications for
9 Roadway and Related Construction – latest edition (Spec 200, 204, and 234).
10

11 Payment: Reference Pinellas County Standard Technical Specifications for
12 Roadway and Related Construction – latest edition (Spec 200, 204, and 234).
13

14 15 16 **ROADWAY SURFACE COURSE**

17 Pay Items

18
19
20 334-3095-000 SUPERPAVE ASPHALT CONCRETE, Type SP
21 9.5, Fine, Traffic Level C, Variable Thickness

22 334-3125-000 SUPERPAVE ASPHALT CONCRETE, Type SP
23 12.5, Fine, Traffic Level C, Variable Thickness
24

25 Description: Reference Pinellas County Standard Technical Specifications for
26 Roadway and Related Construction – latest edition (Spec 334).
27

28 Measurement: Reference Pinellas County Standard Technical Specifications for
29 Roadway and Related Construction – latest edition (Spec 334).
30

31 Payment: Reference Pinellas County Standard Technical Specifications for
32 Roadway and Related Construction – latest edition (Spec 334).
33

34 35 36 **CONCRETE DRIVEWAY RESTORATION**

37 Pay Items:

38
39
40 350-0206 PAVEMENT, Cement Concrete, 6" Min Thickness

41 350-0208 PAVEMENT, Cement Concrete, 8" Thick
42

43 Description: Reference Pinellas County Standard Technical Specifications for
44 Roadway and Related Construction – latest edition (Spec 350-200).
45

46 Measurement: Reference Pinellas County Standard Technical Specifications
for

MEASUREMENT AND PAYMENT
01 20 01-23

2/28/22

PC-002246E

Roadway and Related Construction – latest edition (Spec 350-200).

Payment: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 350-200).

DRIVEWAY RESTORATION – MISCELLANEOUS MATERIAL

Pay Items:

353-0100	DRIVEWAY RESTORATION, In Kind
353-0102	DRIVEWAY RESTORATION, In Kind, Decorative Block

Description: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 353).

Measurement: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 353).

Payment: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 353).

MILLING OF EXISITING ASPHALT:

Pay Items

380-1050	MILLING EXISTING ASPHALT PAVEMENT, 1/2" Average Depth
380-1075	MILLING EXISTING ASPHALT PAVEMENT, 3/4" Average Depth
380-1100	MILLING EXISTING ASPHALT PAVEMENT, 1" Average Depth

Description: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 380).

Measurement: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 380).

Payment: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 380).

MEASUREMENT AND PAYMENT
01 20 01-24

2/28/22

PC-002246E

CURB AND GUTTER REPLACEMENT

Pay Items:

520-2000-1000	CURB & GUTTER, Concrete, FDOT Type A
520-1000-0700	CURB & GUTTER, Concrete, FDOT Type E
520-1000-1000	CURB & GUTTER, Concrete, FDOT Type F
520-1315-1000	VALLEY GUTTER, Concrete, PCED Index 1315

Description: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 520).

Measurement: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 520).

Payment: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 520).

CONCRETE SIDEWALKS

Pay Items:

522-1004	SIDEWALK, CONCRETE, 4" Min. Thickness, Remove and Replace
522-1006	SIDEWALK, CONCRETE, 6" Min. Thickness, Remove and Replace

Description: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 522).

Measurement: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 522).

Payment: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 522).

SODDING

Pay Items

575-0108 SODDING, In-kind

Description: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 575).

Measurement: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 575).

Payment: Reference Pinellas County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 575).

GROUP E – MAINTENANCE OF TRAFFIC

MAINTENANCE OF TRAFFIC

Pay Items

102-1000-002	Flagmen (Per-Flagmen)
102-104	Temp. signalization & maintenance-intersection
102-107-1	Temp. traffic detection & maintenance-intersec.
102-1000-613	Multi Lane (FDOT Index No. 102-613)
102-1000-614	Multi Lane (FDOT Index No. 102-614)
102-1000-615	Multi Lane (FDOT Index No. 102-615)
102-1000-616	Multi Lane (FDOT Index No. 102-616)
102-1000-617	Multi Lane (FDOT Index No. 102-617)
102-1076	Arrow Boards - 5' Minimum Horizontal Size
102-1099	Variable Message Board
102-1301	Low Profile Barrier (FDOT Index No. 412)
102-1600	Signs in Work Zones
711-11-121	6" Solid line Thermo Plastic - Permanent 24"
711-11-125	Stop Bar, Solid, Thermo Plastic, Perm. 6"
711-11-141	Skip line (6'-10' Skip) Thermo Plastic-Perm.
800-9001	Barricades Type III, with Warning Lights
800-9002	Barricades Type I or II, with Warning Lights

Description: This work consists of maintaining traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. All Maintenance of Traffic shall conform to County Standard Technical Specifications for Roadway and Related Construction – latest edition (Spec 102) and

MEASUREMENT AND PAYMENT
01 20 01-26

2/28/22

PC-002246E

FDOT standards. This line item shall include labor and equipment to furnishing, installing and maintaining of traffic control and safety devices during construction; the construction and maintenance of any necessary detour facilities; providing necessary facilities for access to residences, businesses, pedestrian, schools, etc., control of dust and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term, Maintenance of Traffic, shall include all of such facilities, devices and operations as are required for the safety and convenience of the public, as well as for minimizing public nuisance. The Contractor, however, shall not obstruct nor create a hazard to any traffic during the performance of the work and shall be responsible for repair of any damage to existing pavement or facilities caused by his operations. Traffic Control Devices include all types of barricades, arrow boards, signs, temporary pavement markers, lights, concrete barriers and permanent striping. All travel, equipment labor overhead or any other associated expenses in transportation and setting out the MOT will be included in the price. All MOT line items for Multi-Lane work shall include all costs for items associated with the appropriate FDOT Index (no separate payment for signs, barricades, etc included with index will be allowed).

Measurements: Maintenance of Traffic (MOT) shall be measured as units of work, each/day (EA/DY), hourly (HR) or by linear foot (LF) accordingly completed and priced on an individual project basis. The lump sum price for each assignment will be based on the specific MOT requirements for the assignment. The Contractor shall provide the Engineer with a proposal for the MOT that includes a break down of the costs, which are included in the lump sum price, and receive written acceptance from the Engineer prior to the installation of the MOT.

GROUP E – UNSPECIFIED WORK

UNSPECIFIED WORK

Pay Item

9999-1000

Unspecified Work

Description: The work under this Section includes any unspecified work that may be associated with the work in this contract or as otherwise identified by the Engineer. Any amount of extra work and/or alternations to this contract charged to the allowance "Unspecified Work" shall be fully documented and approved in writing in advance. All work performed under the pay item of "Unspecified Work" shall be completed in accordance with all conditions and requirements of this contract and shall include the work to be done by all necessary subcontractors and/or suppliers.

"Unspecified Work" shall mean the stated fixed sum of money to be used only at the

MEASUREMENT AND PAYMENT

01 20 01-27

1 Engineer's specified direction. The particular requirements and items for
2 the unspecified work will be provided to the Contractor at the appropriate time and
3 shall apply only to additional items over and above those specified/indicated in the
4 plans for this contract.

5
6 For equipment under the control of the Contractor through direct ownership, leasing,
7 renting or other method of acquisition not included in the bid, the Contractor shall
8 furnish cost data, which may assist the Engineer in the establishment of an equitable
9 rate.

10
11 Measurement: The work in this Section shall be paid for by a portion of the fixed
12 sum of money under "Unspecified Work" in the bid form of this contract. Use of any
13 portion of this pay item shall require written pre-approval. This work, materials, and
14 equipment, when required, will be ordered in writing by the Engineer, at a lump sum
15 price or at a non lump sum price.

16
17
18
19 Lump Sum/Unit Price

20
21 When a lump sum/unit price is used, the lump sum/unit price will be determined
22 by negotiation, and only require written pre-approval by the Engineer or designee
23 as backup documentation for payment purposes. The total compensation for
24 work negotiated under a unit price will be a measurement (i.e. linear feet) or a
25 count (i.e. each) of the item as installed.

26
27 Non Lump Sum

28
29 When a non lump sum price is used, compensation shall be limited to
30 the Contractor's reasonable costs plus markup percentages stipulated in
31 this contract. The basis of the non lump sum negotiated prices and
32 subcontractor invoices will be included in pay application; copies of invoices,
33 equipment cost estimations and other supporting documentation will be
34 included.

35
Payment:

The quantities of unspecified work to be paid for under this item shall
be measured in these units of pay as agreed and approved in writing, the total of
which shall not exceed the amount listed on the Bid Form for work in place,
completed and accepted.

TABLE A-1
MECHANICAL JOINT SHORT BODY DUCTILE IRON FITTINGS
AWWA C 153 - CLASS 350 WEIGHTS

Item Description	Weight in Tons for Each Size				
	4"	6"	8"	10"	12"
90° Bends	0.0135	0.0195	0.0285	0.0445	0.054
45° Bends	0.0115	0.016	0.023	0.035	0.043
22-1/2° Bends	0.009	0.016	0.023	0.032	0.042
11-1/4° Bends	0.008	0.015	0.021	0.029	0.037

Description For Each Size	Weight in Tons
4x4 Tee	0.0160
6x4 Tee	0.0230
6x6 Tee	0.0280
8x4 Tee	0.0300
8x6 Tee	0.0360
8x8 Tee	0.0430
10x4 Tee	0.0390
10x6 Tee	0.0450
10x8 Tee	0.0525
10x10 Tee	0.0600
12x4 Tee	0.0470
12x6 Tee	0.0550
12x8 Tee	0.0625
12x10 Tee	0.0700
12x12 Tee	0.0800
4" Cross	0.0225
6"x4" Cross	0.0310
6" Cross	0.0395
8"x4" Cross	0.0420
8"x6" Cross	0.0490
8" Cross	0.0560
10"x4" Cross	0.0490
10"x6" Cross	0.0565
10"x8" Cross	0.0675
10" Cross	0.0775
12"x4" Cross	0.0595
12"x6" Cross	0.0675
12"x8" Cross	0.0745
12"x10" Cross	0.0900
12" Cross	0.1010

TABLE A-1
MECHANICAL JOINT SHORT BODY DUCTILE IRON FITTINGS
AWWA C 153 - CLASS 350 WEIGHTS

Description For Each Size	Weight (Tons)
------------------------------	------------------

TAPPED TEES	
4"x 2"	0.0190
6"x 2"	0.0260
8"x 2"	0.0320
10"x2"	0.0420
12"x2"	0.0520

HYDRANT TEE	
6"x 6"	0.0505
8"x 6"	0.0610
10"x 6"	0.0725
12"x 6"	0.0890

REDUCERS	
6"x 4"	0.0120
8"x 4"	0.0160
8"x 6"	0.0180
10"x 4"	0.0230
10"x 6"	0.0240
10"x 8"	0.0250
12"x 4"	0.0290
12"x 6"	0.0300
12"x 8"	0.0300
12"x 10"	0.0320

SOLID CAPS	
4"	0.0050
6"	0.0085
8"	0.0130
10"	0.0190
12"	0.0290
GLANDS w/ Bolts & Nuts	Weight Tons
4" Gland	0.0050
6" Gland	0.0065
8" Gland	0.0075
10" Gland	0.0100
12" Gland	0.0125

Description For Ea Size	Weight (Tons)
----------------------------	------------------

ANCHOR COUPLINGS	
6"x 13"	0.0310
8"x 13"	0.0386

SOLID PLUGS	
4"	0.0040
6"	0.0080
8"	0.0125
10"	0.0182
12"	0.0227

SLEEVES	
4"x 7.5	0.0090
6"x 7.5	0.0140
8"x 7.5	0.0190
10"x 7.5	0.0260
12"x 7.5	0.0330
4"x 12"	0.0100
6"x 12"	0.0180
8"x 12"	0.0230
10"x 12"	0.0310
12"x 12"	0.0380

Table B
Hourly Labor Rate Schedule

Classifications	1	2	3	4
	Base Labor Cost / Hr	Cost of Employment/ Profit Multiplier	Standard Hourly Rate	Hourly Rate Payable for work Outside Contract Work Hours ⁽²⁾
Superintendent	\$ 29.50	3.3	\$ 97.35	\$ 48.68
Foreman	\$ 22.07	3.3	\$ 72.83	\$ 36.42
Operator - Excavator/Trackhoe ⁽¹⁾	\$ 15.60	3.3	\$ 51.48	\$ 25.74
Laborer - Pipe Layer ⁽¹⁾	\$ 11.33	3.3	\$ 37.39	\$ 18.70
Laborer - General ⁽¹⁾	\$ 9.26	3.3	\$ 30.56	\$ 15.28

(1) - Classification from Wage Determination Online.gov General Decision Number: FL20220139
02/25/2022

(2) - The rate listed is 150% of the Standard Hourly Rate minus the Standard Hourly Rate. This is reflective at standard overtime pay of "time and a half". Since the labor costs for Standard Hourly Rate is included in the Cost of the Pay Item, it is subtracted from the Hourly Rate Payable for Work Outside Contract Work Hours.

*** END OF SECTION ***

SECTION F – BID SUMMARY**SECTION F – BID SUMMARY**

Pricing must be submitted on Section F- Bid Submittal Sheet (excel)

DELIVERY N/A DAYS AFTER RECEIPT OF ORDER

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

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

QRC, Inc.

Company Name

ANNUAL POTABLE WATER & RECLAIMED WATER REPAIR SERVICES FY2022 - FY2024
PID NO. 002246E
BID NO. 22-0397-CP

ADDENDUM NO. 1

				QRC, Inc.	
Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
GROUP A - MOBILIZATION					
101-0100-0001	MOBILIZATION FOR ROUTINE RESPONSE	20.00	EA	\$ 4,000.00	\$ 80,000.00
101-0100-0002	MOBILIZATION FOR EMERGENCY RESPONSE	8.00	EA	\$ 9,000.00	\$ 72,000.00
GROUP A - MOBILIZATION Subtotal				13,000.00	\$ 152,000.00
GROUP B - PIPELINE INSTALLATION					
120-0020	EXCAVATION, UNSUITABLE MATERIAL	200.00	CY	\$ 31.00	\$ 6,200.00
121-1000	FLOWABLE CONCRETE FILL	200.00	CY	\$ 245.00	\$ 49,000.00
125-3001	SELECT BEDDING AND BACKFILL MATERIAL - GRAVEL	100.00	CY	\$ 72.00	\$ 7,200.00
PW-330521-202-02P17RJF	DIRECTIONAL BORE 2" RESTRAINED JOINT PVC SDR-17 INCLUDING FITTINGS	100.00	LF	\$ 31.00	\$ 3,100.00
PW-330521-202-02PE9	DIRECTIONAL BORE 2" HDPE DR-9	4,300.00	LF	\$ 35.00	\$ 150,500.00
PW-330521-202-04FP18	DIRECTIONAL BORE 4" FUSIBLE OR RESTR. JT. C900 PVC PIPE DR18	100.00	LF	\$ 60.00	\$ 6,000.00
PW-330521-202-04PE11	DIRECTIONAL BORE 4" HDPE DR-11	200.00	LF	\$ 48.00	\$ 9,600.00
PW-330521-202-06FP18	DIRECTIONAL BORE 6" FUSIBLE OR RESTR. JT. C900 PVC PIPE DR 18	200.00	LF	\$ 70.00	\$ 14,000.00
PW-330521-202-06PE11	DIRECTIONAL BORE 6" HDPE DR-11	200.00	LF	\$ 68.00	\$ 13,600.00
PW-330521-202-08FP18	DIRECTIONAL BORE 8" FUSIBLE OR RESTR. JT. C900 PVC PIPE DR18	500.00	LF	\$ 84.00	\$ 42,000.00
PW-330521-202-08PE11	DIRECTIONAL BORE 8" HDPE DR-11	1,000.00	LF	\$ 85.00	\$ 85,000.00
PW-330521-202-10PE11	DIRECTIONAL BORE 10" HDPE DR-11	100.00	LF	\$ 135.00	\$ 13,500.00
PW-330522-202-12FP18	DIRECTIONAL BORE 12" FUSIBLE OR RESTR. JT. C900 PVC PIPE DR18	500.00	LF	\$ 160.00	\$ 80,000.00
PW-330522-202-12PE11	DIRECTIONAL BORE 12" HDPE DR-11	300.00	LF	\$ 148.00	\$ 44,400.00
PW-330522-202-14PE11	DIRECTIONAL BORE 14" HDPE DR-11	100.00	LF	\$ 170.00	\$ 17,000.00
PW-331101-105-9001	OUT OF SERVICE MAIN GROUTING	25.00	CY	\$ 600.00	\$ 15,000.00
PW-331101-105-90204	DISCONNECT AND PLUG 2" OR 4" W.M./RCW	4.00	EA	\$ 300.00	\$ 1,200.00
PW-331101-105-90406	DISCONNECT AND PLUG 6" OR 8" W.M./RCW	4.00	EA	\$ 1,200.00	\$ 4,800.00
PW-331101-105-91012	DISCONNECT AND PLUG 10" OR 12" W.M./RCW	3.00	EA	\$ 1,800.00	\$ 5,400.00
PW-331101-304-02P17RJF	2" PVC RESTRAINED PIPE SDR 17 INCLUDING FITTINGS	100.00	LF	\$ 33.00	\$ 3,300.00
PW-331101-304-02P21	2" PVC PIPE SDR-21 INCLUDING FITTINGS	100.00	LF	\$ 33.00	\$ 3,300.00
PW-331101-304-04D	4" D.I. PIPE CLASS 350	20.00	LF	\$ 68.00	\$ 1,360.00
PW-331101-304-04DRJF	4" D.I. RESTRAINED PIPE CLASS 350	20.00	LF	\$ 78.00	\$ 1,560.00
PW-331101-304-04P18	4" PVC PIPE C900 DR 18	100.00	LF	\$ 38.00	\$ 3,800.00
PW-331101-304-04P18RJF	4" PVC RESTRAINED PIPE C900 DR 18	50.00	LF	\$ 48.00	\$ 2,400.00
PW-331101-304-04PE11	4" HDPE DR 11, DIPS OD	50.00	LF	\$ 48.00	\$ 2,400.00
PW-331101-304-06D	6" D.I. PIPE CLASS 350	200.00	LF	\$ 58.00	\$ 11,600.00
PW-331101-304-06DRJF	6" D.I. RESTRAINED PIPE CLASS 350	300.00	LF	\$ 55.00	\$ 16,500.00
PW-331101-304-06P18	6" PVC PIPE C900 DR 18	2,000.00	LF	\$ 48.00	\$ 96,000.00
PW-331101-304-06P18RJF	6" PVC RESTRAINED PIPE C900 DR 18	1,000.00	LF	\$ 54.00	\$ 54,000.00
PW-331101-304-06PE11	6" HDPE DR 11, DIPS OD	100.00	LF	\$ 48.00	\$ 4,800.00
PW-331101-304-08D	8" D.I. PIPE CLASS 350	300.00	LF	\$ 70.00	\$ 21,000.00
PW-331101-304-08DRJF	8" D.I. RESTRAINED PIPE CLASS 350	1,700.00	LF	\$ 80.00	\$ 136,000.00
PW-331101-304-08P18	8" PVC PIPE C900 DR 18	1,000.00	LF	\$ 64.00	\$ 64,000.00
PW-331101-304-08P18RJF	8" PVC RESTRAINED PIPE C900 DR 18	300.00	LF	\$ 72.00	\$ 21,600.00
PW-331101-304-08PE11	8" HDPE DR 11, DIPS OD	100.00	LF	\$ 58.00	\$ 5,800.00
PW-331101-304-10D	10" D.I. PIPE CLASS 350	50.00	LF	\$ 80.00	\$ 4,000.00
PW-331101-304-10DRJF	10" D.I. RESTRAINED PIPE CLASS 350	50.00	LF	\$ 110.00	\$ 5,500.00
PW-331101-304-10P18	10" PVC PIPE C900 DR 18	200.00	LF	\$ 78.00	\$ 15,600.00
PW-331101-304-10P18RJF	10" PVC RESTRAINED PIPE C900 DR 18	200.00	LF	\$ 100.00	\$ 20,000.00
PW-331101-304-10PE11	10" HDPE DR 11, DIPS OD	50.00	LF	\$ 60.00	\$ 3,000.00
PW-331101-304-12D	12" D.I. PIPE CLASS 350	200.00	LF	\$ 119.00	\$ 23,800.00
PW-331101-304-12DRJF	12" D.I. RESTRAINED PIPE CLASS 350	100.00	LF	\$ 132.00	\$ 13,200.00

PW-331101-304-12P18	12" PVC PIPE C900 DR 18	200.00	LF	\$	112.00	\$	22,400.00
PW-331101-304-12P18RJF	12" PVC RESTRAINED PIPE C900 DR 18	2,000.00	LF	\$	135.00	\$	270,000.00
PW-331101-304-12PE11	12" HDPE DR 11, DIPS OD	100.00	LF	\$	105.00	\$	10,500.00
PW-331101-304-14PE11	14" HDPE DR 11, DIPS OD	50.00	LF	\$	100.00	\$	5,000.00
PW-331101-304-02RJ	2" RESTRAINED JOINT	20.00	EA	\$	65.00	\$	1,300.00
PW-331101-304-04RJ	4" RESTRAINED JOINT	40.00	EA	\$	100.00	\$	4,000.00
PW-331101-304-06RJ	6" RESTRAINED JOINT	316.00	EA	\$	185.00	\$	58,460.00
PW-331101-304-08RJ	8" RESTRAINED JOINT	208.00	EA	\$	200.00	\$	41,600.00
PW-331101-304-10RJ	10" RESTRAINED JOINT	10.00	EA	\$	270.00	\$	2,700.00
PW-331101-304-12RJ	12" RESTRAINED JOINT	80.00	EA	\$	346.00	\$	27,680.00
PW-331101-304-90204	2" - 4" PIPE & APPURTENANCES OVER DEPTH EXCAVATION	200.00	LF	\$	4.00	\$	800.00
PW-331101-304-90608	6" - 8" PIPE & APPURTENANCES OVER DEPTH EXCAVATION	500.00	LF	\$	16.00	\$	8,000.00
PW-331101-304-91012	10" - 12" PIPE & APPURTENANCES OVER DEPTH EXCAVATION	200.00	LF	\$	18.00	\$	3,600.00
PW-331101-305-90204	REMOVE OUT OF SERVICE PIPE 2" OR 4"	400.00	LF	\$	12.00	\$	4,800.00
PW-331101-305-90608	REMOVE OUT OF SERVICE PIPE 6" OR 8"	600.00	LF	\$	18.00	\$	10,800.00
PW-331101-305-91012	REMOVE OUT OF SERVICE PIPE 10" OR 12"	600.00	LF	\$	19.00	\$	11,400.00
PW-331101-308-02SC	2" SLEEVED CONNECTION	6.00	EA	\$	300.00	\$	1,800.00
PW-331101-308-04SC	4" SLEEVED CONNECTION	15.00	EA	\$	500.00	\$	7,500.00
PW-331101-308-06SC	6" SLEEVED CONNECTION	20.00	EA	\$	550.00	\$	11,000.00
PW-331101-308-08SC	8" SLEEVED CONNECTION	30.00	EA	\$	825.00	\$	24,750.00
PW-331101-308-10SC	10" SLEEVED CONNECTION	10.00	EA	\$	100.00	\$	1,000.00
PW-331101-308-12SC	12" SLEEVED CONNECTION	10.00	EA	\$	1,000.00	\$	10,000.00
PW-331101-308-90204RD	REVERSE DEADMAN FOR 2" TO 4" PIPE	12.00	EA	\$	1,200.00	\$	14,400.00
PW-331101-308-90608RD	REVERSE DEADMAN FOR 6" TO 8" PIPE	10.00	EA	\$	2,500.00	\$	25,000.00
PW-331101-308-91012RD	REVERSE DEADMAN FOR 10" TO 12" PIPE	12.00	EA	\$	2,500.00	\$	30,000.00
PW-331101-308-C153	DUCTILE IRON PIPE FITTINGS	12.00	TN	\$	19,000.00	\$	228,000.00
PW-331101-309-02RW	2" RESIL. WEDGE GATE VALVE AND BOX	18.00	EA	\$	900.00	\$	16,200.00
PW-331101-309-04RW515	4" RESIL. WEDGE GATE VALVE AND BOX	6.00	EA	\$	1,400.00	\$	8,400.00
PW-331101-309-06RW515	6" RESIL. WEDGE GATE VALVE AND BOX	13.00	EA	\$	2,000.00	\$	26,000.00
PW-331101-309-08RW515	8" RESIL. WEDGE GATE VALVE AND BOX	13.00	EA	\$	3,500.00	\$	45,500.00
PW-331101-309-10RW515	10" RESIL. WEDGE GATE VALVE AND BOX	5.00	EA	\$	2,900.00	\$	14,500.00
PW-331101-309-12RW515	12" RESIL. WEDGE GATE VALVE AND BOX	6.00	EA	\$	4,500.00	\$	27,000.00
PW-331101-310-0002	FIRE HYDRANT ASSEMBLY WITH VALVE (5-1/4")	19.00	EA	\$	6,000.00	\$	114,000.00
PW-331101-310-0003	FIRE HYDRANT ASSEMBLY WITHOUT VALVE (5-1/4")	8.00	EA	\$	5,100.00	\$	40,800.00
PW-331101-310-9001	RELOCATE FIRE HYDRANT	5.00	EA	\$	1,500.00	\$	7,500.00
PW-331101-312-0402TV	4" X 2" TAPPING SADDLE, VALVE AND BOX	2.00	EA	\$	1,600.00	\$	3,200.00
PW-331101-312-0404TV	4" X 4" TAPPING SLEEVE, VALVE AND BOX	2.00	EA	\$	3,300.00	\$	6,600.00
PW-331101-312-0602TV	6" X 2" TAPPING SADDLE, VALVE AND BOX	8.00	EA	\$	1,800.00	\$	14,400.00
PW-331101-312-0604TV	6" X 4" TAPPING SLEEVE, VALVE AND BOX	2.00	EA	\$	3,500.00	\$	7,000.00
PW-331101-312-0606TV	6" X 6" TAPPING SLEEVE, VALVE AND BOX	4.00	EA	\$	4,300.00	\$	17,200.00
PW-331101-312-0802TV	8" X 2" TAPPING SADDLE, VALVE AND BOX	4.00	EA	\$	1,800.00	\$	7,200.00
PW-331101-312-0804TV	8" X 4" TAPPING SLEEVE, VALVE AND BOX	2.00	EA	\$	2,500.00	\$	5,000.00
PW-331101-312-0806TV	8" X 6" TAPPING SLEEVE, VALVE AND BOX	4.00	EA	\$	4,100.00	\$	16,400.00
PW-331101-312-0808TV	8" X 8" TAPPING SLEEVE, VALVE AND BOX	2.00	EA	\$	6,000.00	\$	12,000.00
PW-331101-312-1006TV	10" X 6" TAPPING SLEEVE, VALVE AND BOX	3.00	EA	\$	3,500.00	\$	10,500.00
PW-331101-312-1008TV	10" X 8" TAPPING SLEEVE, VALVE AND BOX	1.00	EA	\$	4,500.00	\$	4,500.00
PW-331101-312-1010TV	10" X 10" TAPPING SLEEVE, VALVE AND BOX	1.00	EA	\$	6,500.00	\$	6,500.00
PW-331101-312-1206TV	12" X 6" TAPPING SLEEVE, VALVE AND BOX	6.00	EA	\$	4,000.00	\$	24,000.00
PW-331101-312-1208TV	12" X 8" TAPPING SLEEVE, VALVE AND BOX	10.00	EA	\$	5,200.00	\$	52,000.00
PW-331101-314-01LS	1" SERVICE CONNECTION	41.00	EA	\$	1,700.00	\$	69,700.00
PW-331101-314-01SS	1" SERVICE CONNECTION (SHORT SIDE)	40.00	EA	\$	1,475.00	\$	59,000.00
PW-331101-314-02LS	2" SERVICE CONNECTION	20.00	EA	\$	2,100.00	\$	42,000.00
PW-331101-314-02SS	2" SERVICE CONNECTION (SHORT SIDE)	20.00	EA	\$	1,900.00	\$	38,000.00
PW-331101-314-15LS	1-1/2" SERVICE CONNECTION	20.00	EA	\$	2,300.00	\$	46,000.00
PW-331101-314-15SS	1 1/2" SERVICE CONNECTION (SHORT SIDE)	10.00	EA	\$	2,150.00	\$	21,500.00

PW-331101-314-75LS	3/4" SERVICE CONNECTION	69.00	EA	\$ 1,500.00	\$ 103,500.00
PW-331101-314-75SS	3/4" SERVICE CONNECTION (SHORT SIDE)	32.00	EA	\$ 1,300.00	\$ 41,600.00
PW-331101-314-01ST	1" HDPE DR 9, CTS OD (SERVICE LINE TUBING)	500.00	LF	\$ 8.00	\$ 4,000.00
PW-331101-314-02ST	2" HDPE DR 9, CTS OD (SERVICE LINE TUBING)	500.00	LF	\$ 11.00	\$ 5,500.00
PW-331101-314-15ST	1-1/2" HDPE DR 9, CTS OD (SERVICE LINE TUBING)	1,000.00	LF	\$ 10.00	\$ 10,000.00
PW-331101-314-75ST	3/4" HDPE DR 9, CTS OD (SERVICE LINE TUBING)	500.00	LF	\$ 8.50	\$ 4,250.00
PW-331101-314-901MBR	1" METER AND BACKFLOW (REMOVE, RELOCATE & RECONNECT)	10.00	EA	\$ 300.00	\$ 3,000.00
PW-331101-314-902MBR	2" METER AND BACKFLOW (REMOVE, RELOCATE & RECONNECT)	10.00	EA	\$ 300.00	\$ 3,000.00
PW-331101-314-915MBR	1-1/2" METER AND BACKFLOW (REMOVE, RELOCATE & RECONNECT)	10.00	EA	\$ 300.00	\$ 3,000.00
PW-331101-314-975MBR	3/4" METER AND BACKFLOW (REMOVE, RELOCATE & RECONNECT)	21.00	EA	\$ 300.00	\$ 6,300.00
PW-331101-316-0001	BOLLARD (FIRE HYDRANT GUARD)	8.00	EA	\$ 500.00	\$ 4,000.00
PW-331301-000-0206	DISINFECTION OF 2" TO 6" WATER MAIN	15,700.00	LF	\$ 5.00	\$ 78,500.00
PW-331301-000-0812	DISINFECTION OF 8" TO 12" WATER MAIN	17,600.00	LF	\$ 7.00	\$ 123,200.00
PW-331301-000-1420	DISINFECTION OF 14" TO 20" WATER MAIN	500.00	LF	\$ 7.00	\$ 3,500.00
PW-331101-309-01AROS	1" AIR RELEASE ASSEMBLY (OFFSET)	4.00	EA	\$ 2,500.00	\$ 10,000.00
PW-331101-309-02AROS	2" AIR RELEASE ASSEMBLY (OFFSET)	4.00	EA	\$ 4,000.00	\$ 16,000.00
PW-331301-301-0002	2" BLOW-OFF ASSEMBLY PERMANENT	5.00	EA	\$ 2,300.00	\$ 11,500.00
PW-331301-301-004A	4" BLOW-OFF ASSEMBLY, PERMANENT	1.00	EA	\$ 3,000.00	\$ 3,000.00
005-0900	AS-BUILT SURVEY	10.00	EA	\$ 6,500.00	\$ 65,000.00
GROUP B - PIPELINE INSTALLATION Subtotal				152,035.50	\$ 3,199,960.00
GROUP C - PIPELINE POINT REPAIRS & OFFSETS					
PW-331101-500-0002	2" DIAMETER POINT REPAIR	2.00	EA	\$ 1,000.00	\$ 2,000.00
PW-331101-500-0004	4" DIAMETER POINT REPAIR	2.00	EA	\$ 1,500.00	\$ 3,000.00
PW-331101-500-0006	6" DIAMETER POINT REPAIR	4.00	EA	\$ 3,300.00	\$ 13,200.00
PW-331101-500-0008	8" DIAMETER POINT REPAIR	4.00	EA	\$ 4,400.00	\$ 17,600.00
PW-331101-500-0010	10" DIAMETER POINT REPAIR	1.00	EA	\$ 4,600.00	\$ 4,600.00
PW-331101-500-0012	12" DIAMETER POINT REPAIR	1.00	EA	\$ 6,900.00	\$ 6,900.00
PW-331101-500-0016	16" DIAMETER POINT REPAIR	1.00	EA	\$ 11,000.00	\$ 11,000.00
PW-331101-500-0020	20" DIAMETER POINT REPAIR	1.00	EA	\$ 19,000.00	\$ 19,000.00
PW-331101-500-0024	24" DIAMETER POINT REPAIR	1.00	EA	\$ 24,000.00	\$ 24,000.00
PW-331101-501-0002	2" DIAMETER PIPELINE RELOCATION OFFSET	3.00	EA	\$ 1,500.00	\$ 4,500.00
PW-331101-501-0004	4" DIAMETER PIPELINE RELOCATION OFFSET	2.00	EA	\$ 4,000.00	\$ 8,000.00
PW-331101-501-0006	6" DIAMETER PIPELINE RELOCATION OFFSET	3.00	EA	\$ 6,000.00	\$ 18,000.00
PW-331101-501-0008	8" DIAMETER PIPELINE RELOCATION OFFSET	2.00	EA	\$ 12,000.00	\$ 24,000.00
PW-331101-501-0010	10" DIAMETER PIPELINE RELOCATION OFFSET	1.00	EA	\$ 8,500.00	\$ 8,500.00
PW-331101-501-0012	12" DIAMETER PIPELINE RELOCATION OFFSET	1.00	EA	\$ 23,000.00	\$ 23,000.00
PW-331101-501-0016	16" DIAMETER PIPELINE RELOCATION OFFSET	1.00	EA	\$ 28,000.00	\$ 28,000.00
PW-331101-601-0006	INITIAL EXCAVATION, 0' - 6' DEPTH	8.00	EA	\$ 3,300.00	\$ 26,400.00
PW-331101-601-0608	INITIAL EXCAVATION, 6' - 8' DEPTH	6.00	EA	\$ 3,300.00	\$ 19,800.00
PW-331101-601-0810	INITIAL EXCAVATION, 8' - 10' DEPTH	4.00	EA	\$ 4,000.00	\$ 16,000.00
PW-331101-601-1012	INITIAL EXCAVATION, 10' - 12' DEPTH	4.00	EA	\$ 4,000.00	\$ 16,000.00
PW-331101-601-1214	INITIAL EXCAVATION, 12' - 14' DEPTH	2.00	EA	\$ 4,500.00	\$ 9,000.00
PW-331101-601-1416	INITIAL EXCAVATION, 14' - 16' DEPTH	2.00	EA	\$ 6,000.00	\$ 12,000.00
PW-331101-602-0006	ADDITIONAL EXCAVATION, 0' - 6' DEPTH	100.00	LF	\$ 32.00	\$ 3,200.00
PW-331101-602-0608	ADDITIONAL EXCAVATION, 6' - 8' DEPTH	100.00	LF	\$ 32.00	\$ 3,200.00
PW-331101-602-0810	ADDITIONAL EXCAVATION, 8' - 10' DEPTH	50.00	LF	\$ 35.00	\$ 1,750.00
PW-331101-602-1012	ADDITIONAL EXCAVATION, 10' - 12' DEPTH	50.00	LF	\$ 40.00	\$ 2,000.00
PW-331101-602-1214	ADDITIONAL EXCAVATION, 12' - 14' DEPTH	30.00	LF	\$ 45.00	\$ 1,350.00
PW-331101-602-1416	ADDITIONAL EXCAVATION, 14' - 16' DEPTH	10.00	LF	\$ 45.00	\$ 450.00
PW-331101-650-0608	WELL POINT DEWATERING, INITIAL, 6' - 8' DEPTH	12.00	EA	\$ 4,500.00	\$ 54,000.00
PW-331101-650-0810	WELL POINT DEWATERING, INITIAL, 8' - 10' DEPTH	4.00	EA	\$ 4,700.00	\$ 18,800.00
PW-331101-650-1012	WELL POINT DEWATERING, INITIAL, 10' - 12' DEPTH	2.00	EA	\$ 4,900.00	\$ 9,800.00
PW-331101-650-1214	WELL POINT DEWATERING, INITIAL, 12' - 14' DEPTH	2.00	EA	\$ 5,200.00	\$ 10,400.00
PW-331101-650-1416	WELL POINT DEWATERING, INITIAL, 14' - 16' DEPTH	2.00	EA	\$ 5,500.00	\$ 11,000.00
PW-331101-650-1699	WELL POINT DEWATERING, INITIAL, > 16' DEPTH	2.00	EA	\$ 5,500.00	\$ 11,000.00

PW-331101-651-0608	WELL POINT DEWATERING, ADDITIONAL, 6' - 8' DEPTH	10.00	EA	\$	300.00	\$	3,000.00
PW-331101-651-0810	WELL POINT DEWATERING, ADDITIONAL, 8' - 10' DEPTH	10.00	EA	\$	300.00	\$	3,000.00
PW-331101-651-1012	WELL POINT DEWATERING, ADDITIONAL, 10' - 12' DEPTH	10.00	EA	\$	300.00	\$	3,000.00
PW-331101-651-1214	WELL POINT DEWATERING, ADDITIONAL, 12' - 14' DEPTH	5.00	EA	\$	300.00	\$	1,500.00
PW-331101-651-1416	WELL POINT DEWATERING, ADDITIONAL, 14' - 16'	5.00	EA	\$	300.00	\$	1,500.00
PW-331101-651-1699	WELL POINT DEWATERING, ADDITIONAL, > 16' DEPTH	5.00	EA	\$	300.00	\$	1,500.00
GROUP C - PIPELINE POINT REPAIRS & OFFSETS - Subtotal					216,129.00	\$	454,950.00
GROUP D - RESTORATION							
200-1000	ROADWAY BASE, LIME ROCK, PRIMED, MIN. LBR 100, VARIABLE THICKNESS	15.00	CY	\$	150.00	\$	2,250.00
204-1000	ROADWAY BASE, CRUSHED CONCRETE/GRADED AGGREGATE, MIN. LBR 100, VARIABLE	15.00	CY	\$	150.00	\$	2,250.00
234-1250-000	SUPERPAVE ASPHALT BASE, TYPE B 12.5, VARIABLE THICKNESS	10.00	TN	\$	345.00	\$	3,450.00
334-3095-000	SUPERPAVE ASPHALT CONCRETE, TYPE SP 9.5, FINE, TRAFFIC LEVEL C, VARIABLE THIC	2.00	TN	\$	345.00	\$	690.00
334-3125-000	SUPERPAVE ASPHALT CONCRETE, TYPE SP 12.5, FINE, TRAFFIC LEVEL C, VARIABLE THI	10.00	TN	\$	345.00	\$	3,450.00
350-0206	PAVEMENT, CEMENT CONCRETE, 6" MIN. THICKNESS (DRIVEWAYS)	50.00	SY	\$	105.00	\$	5,250.00
350-0208	PAVEMENT, CEMENT CONCRETE, 8" THICK	50.00	SY	\$	105.00	\$	5,250.00
353-0100	DRIVEWAY RESTORATION, IN KIND	30.00	SY	\$	55.00	\$	1,650.00
353-0102	DRIVEWAY RESTORATION, IN KIND, DECORATIVE BLOCK	10.00	SY	\$	55.00	\$	550.00
380-1050	MILLING EXISTING ASPHALT PAVEMENT, 1/2" AVERAGE DEPTH	100.00	SY	\$	10.00	\$	1,000.00
380-1075	MILLING EXISTING ASPHALT PAVEMENT, 3/4" AVERAGE DEPTH	100.00	SY	\$	15.00	\$	1,500.00
380-1100	MILLING EXISTING ASPHALT PAVEMENT, 1" AVERAGE DEPTH	200.00	SY	\$	28.00	\$	5,600.00
520-2000-1000	CURB & GUTTER, CONCRETE, FDOT TYPE A	60.00	LF	\$	52.00	\$	3,120.00
520-1000-0700	CURB & GUTTER, CONCRETE, FDOT TYPE E	60.00	LF	\$	52.00	\$	3,120.00
520-1000-1000	CURB & GUTTER, CONCRETE, FDOT TYPE F	60.00	LF	\$	52.00	\$	3,120.00
520-1315-1000	VALLEY GUTTER, CONCRETE, PCED INDEX 1315	60.00	LF	\$	52.00	\$	3,120.00
522-1004	SIDEWALK, CONCRETE, 4" MIN. THICKNESS, REMOVE AND REPLACE	100.00	SF	\$	11.00	\$	1,100.00
522-1006	SIDEWALK, CONCRETE, 6" MIN. THICKNESS, REMOVE AND REPLACE	100.00	SF	\$	15.00	\$	1,500.00
575-0108	SODDING, IN-KIND	50,000.00	SF	\$	1.25	\$	62,500.00
GROUP D - RESTORATION - Subtotal					1,943.25	\$	110,470.00
GROUP E - MAINTENANCE OF TRAFFIC							
102-1000-002	FLAGMEN (PER FLAGMAN)	170.00	HR	\$	41.00	\$	6,970.00
102-104	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	90.00	EA/DY	\$	400.00	\$	36,000.00
102-107-1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	60.00	EA/DY	\$	400.00	\$	24,000.00
102-1000-613	MULTI LANE (FDOT INDEX NO. 613)	4.00	EA/DAY	\$	1,150.00	\$	4,600.00
102-1000-614	MULTI LANE (FDOT INDEX NO. 614)	4.00	EA/DAY	\$	1,200.00	\$	4,800.00
102-1000-615	MULTI LANE (FDOT INDEX NO. 615)	4.00	EA/DAY	\$	1,200.00	\$	4,800.00
102-1000-616	MULTI LANE (FDOT INDEX NO. 616)	4.00	EA/DAY	\$	1,900.00	\$	7,600.00
102-1000-617	MULTI LANE (FDOT INDEX NO. 617)	4.00	EA/DAY	\$	2,000.00	\$	8,000.00
102-1076	ARROW BOARD - 5' MINIMUM HORIZONTAL SIZE	30.00	EA/DAY	\$	100.00	\$	3,000.00
102-1099	VARIABLE MESSAGE BOARD	20.00	EA/DAY	\$	135.00	\$	2,700.00
102-1301	LOW PROFILE BARRIER (FDOT INDEX NO. 412)	50.00	EA/DAY	\$	50.00	\$	2,500.00
102-1600	SIGN IN WORK ZONE	500.00	EA/DAY	\$	6.00	\$	3,000.00
711-11-121	6" SOLID LINE THERMO PLASTIC, PERMANENT	50.00	LF	\$	13.00	\$	650.00
711-11-125	24" STOP BAR, SOLID, THERMO PLASTIC, PERMANENT	50.00	LF	\$	25.00	\$	1,250.00
711-11-141	6" SKIP LINE (6' - 10' SKIP) THERMO PLASTIC, PERMANENT	50.00	LF	\$	13.00	\$	650.00
800-9001	BARRICADE, TYPE III WITH WARNING LIGHT	200.00	EA/DAY	\$	11.00	\$	2,200.00
800-9002	BARRICADE, TYPE I OR II WITH WARNING LIGHT	500.00	EA/DAY	\$	11.00	\$	5,500.00
GROUP E - MAINTENANCE OF TRAFFIC - Subtotal					8,655.00	\$	118,220.00
		Base Bid		\$	391,762.75	\$	4,035,600.00
GROUP F - UNSPECIFIED WORK							
9999-1000	GROUP F-UNSPECIFIED WORK	1,100,000.00	EA	\$	1.00	\$	1,100,000.00
	Add Base Bid + Unspecified Work for Total Bid	Total Bid		\$	391,763.75	\$	5,135,600.00

SECTION G – BID SUBMITTAL FORM

SECTION G – BID SUBMITTAL FORM**QUALIFICATION SUBMITTAL FORM****STEP 1****Part A**

If you are currently a pre-qualified construction contractor with FDOT in the applicable work type, please check box and fill out page 4 vendor information and return with signed Part A page 53.

- ☒ I am Pre-qualified with FDOT in one or more of the following work class(es) (Please circle work class(es) that you are pre-qualified in) in **UNDERGROUND UTILITIES (WATER & SEWER)** work class.

Signature by Contractor for Part A Only: _____

If you are not pre-qualified with FDOT, please complete PART B and include all Qualification Submittal Forms.

Part B

Applicable only for contractors who are not pre-qualified with FDOT in the above work class(es)

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

A component of the Pre-Qualification of Bidder process is background check and review. If you are not currently pre-qualified with FDOT please provide the following documentation and include with Qualification Submittal Forms by Step One due date on page 1.

1. Provide a bonding letter from surety or a letter of parent guarantee indicating at a minimum the maximum amount of the budget estimate on page 1
2. Please complete and return the vendor information page 4.
3. Confirm Project Work Type(s) (outlined below – check appropriate box(es))
4. Provide your experience on Section G Bid Submittal forms below outlining projects of a similar size and scope.
5. Provide a minimum of three reference letters from companies that you have performed projects of a similar size and scope.

Work Types your company is qualified to perform - *Check all boxes that apply

Project Work Types

- | | | |
|---|--|---|
| ☐ Bascule Bridge | ☐ Fixed Bridge | ☐ Roofing |
| ☐ Bridge Repair | ☐ Marine | ☐ Well Drilling |
| ☐ Building | ☐ Mechanical | ☐ Water and Sanitary Sewer |
| ☐ Electrical | ☐ Road, Street, Storm Sewer | |

If any of the above conditions are not met, your company will be disqualified from moving forward with Step Two.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 11, 2022

QRC, INC.
2326 SOFIA DR
LUTZ, FLORIDA 33558

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, WATER MAIN INSTALLATION, LIFT STATION INSTALLATION, SEWER MAIN INSTALLATION.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

for Alan Autry, Manager
Contracts Administration Office

AA:cg

SECTION G – BID SUBMITTAL FORM

Applicable only for contractors who are not pre-qualified with FDOT. The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

NOTE: BIDDER SHALL SUBMIT QUALIFICATION SUBMITTAL ON THE FORM PROVIDED HEREIN TO PROVIDE THE QUALIFICATION REQUIREMENTS AS SPECIFIED IN

Company Name: Please include below

(PID # 002246E)

Project 1 (of similar type) Description

Owner of Project - Contact Information

Name

Address

Telephone Number and Email Address:

Project Manager - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: \$

Final Project Total Amount: \$

Design Professional/Engineer Estimate:

\$

Change Orders \$

Scheduled Completion Date

Actual Completion Date

SECTION G – BID SUBMITTAL FORM**Company Name:** Please include below

(PID # 002246E)

Project 2 (of similar type) Description**Owner of Project - Contact Information**

Name

Address

Telephone Number and Email Address:

Project Manager - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: \$**Final Project Total Amount: \$****Design Professional/Engineer
Estimate:**

\$

Change Orders \$**Scheduled Completion Date****Actual Completion Date**

SECTION G – BID SUBMITTAL FORM**Company Name:** Please include below

(PID # 002246E)

Project 3 (of similar type) Description**Owner of Project - Contact Information**

Name

Address

Telephone Number and Email Address:

Project Manager- Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: \$**Final Project Total Amount: \$****Design Professional/Engineer
Estimate:**

\$

Change Orders \$**Scheduled Completion Date****Actual Completion Date**

SECTION G – BID SUBMITTAL FORM**Company Name:** Please include below

(PID # 002246E)

Project 4 (of similar type) Description**Owner of Project - Contact Information**

Name

Address

Telephone Number and Email Address:

Project Manager- Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: \$**Final Project Total Amount: \$****Design Professional/Engineer
Estimate:**

\$

Change Orders \$**Scheduled Completion Date****Actual Completion Date**

SECTION G – BID SUBMITTAL FORM

Applicable only for contractors who are not pre-qualified with FDOT

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

Vendor Information			
Firm Name:			
Street Address:	City:	State:	ZIP:
Additional Info:			

Officer/Director Information			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Additional Information: (On Vendor or Contract Requirements)			

SECTION G – BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within 10 calendar days after receipt of notice of award, and within the time frame of Section J – Agreement.

The Bidder further agrees to bear the full cost of maintaining all Work until the final acceptance.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

QRC, Inc.
2326 Sofia Dr
Lutz, FL 33558

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT

Harry Haney, Jr.
Printed Name

ADDRESS:

QRC, Inc.
2326 Sofia Dr Lutz, FL 33558

SECRETARY

Stacey Haney
Printed Name

ADDRESS:

QRC, Inc.
2326 Sofia Dr Lutz, FL 33558

TREASURER

Melody Watson
Printed Name

ADDRESS:

QRC, Inc.
2326 Sofia Dr Lutz, FL 33558

CEO: Keith Watson

"

SECTION G – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida.

Corporation Name

QRC, Inc.

By

President

CORPORATE SEAL

Keith Watson Jr

Qualifying Agent

CGC1516297, CUC1223943

Contractor's Registration or Certificate No. issued by the State of Florida

and Harry Haney
LIC# CFC024525

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

Company Name

By:

Name of Firm or Qualifying Agent

Contractor's Registration or Certification No. issued by the State of Florida

SECTION G – BID SUBMITTAL FORM

FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

- A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
- B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Slope	LF	1	\$ 1.00	\$ 1.00
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

\$ 1.00

SECTION G – BID SUBMITTAL FORM

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- A. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- B. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

QRC, Inc.**Company Name**Harry Haney, Jr - President ✓**Name and Title****Address:**2326 Sofia Dr
Lutz, FL 33558813-948-2312 / 813-948-2531**Telephone/Fax**59-3330443**Federal Employee ID NO. (FEIN)**qrccontractors@verizon.net**Email of Account Representative**

ELECTRONIC PAYMENT (EPAYABLES)**ELECTRONIC PAYMENT (EPAYABLES)**

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

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

Yes _____ No ☒

For more information about ePayables credit card program please visit Purchasing Department website

www.pinellascounty.org/purchase/

Company Name

QRC, Inc.

Signature

Printed Signature

Harry Haney, Jr

Phone Number

813-948-2312

Email

qrcontractors@verizon.net

W9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION**W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION*****Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

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

Privacy Act Notice:

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

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above QRC, Inc.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 2326 Sofia Dr	Requester's name and address (optional)
6 City, state, and ZIP code Lutz, FL 33558	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
5	9		-	3	3	3	0	4 4 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

5/25/2022

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

SECTION H - ADDENDUM

SECTION H - ADDENDUM

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	 Harry L. Harry	5/6/22

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

Information regarding addenda issued is available on the Pinellas ePro website, www.ebids.pinellas.gov/bso/, listed under the bid attachments.

SECTION I – STATEMENT OF NO BID**SECTION I – STATEMENT OF NO BID**

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

We, the undersigned have declined to submit a bid for No. 22-0397-CP-MJ for Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024.

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirement.

_____ Specifications unclear (explain below).

_____ Unable to Meet Insurance Requirements.

_____ Remove Us from Your "Notification List" Altogether

_____ Other (specify below).

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

SECTION J - AGREEMENT

22-0397-CP

Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024

Page 1 of 6

AGREEMENT

CONSTRUCTION AGREEMENT

This Agreement, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the County, and

QRC, Inc.

(Corporation, Partnership or Individual Proprietor)

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

**2326 Sofia Dr
Lutz, FL 33558**

herein after designated the Contractor,

WITNESSETH:

That for and in consideration of the sum not to exceed **Five million, one hundred thirty-five thousand, six hundred U.S. dollars (\$5,135,600.00)** to be paid by the County to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under Bid Title: **Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024 (PID # 002246E)**, Bid No: **22-0397-CP**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence Work under this Agreement with an adequate force and equipment within 15 consecutive calendar days after receipt of written notice from the County to proceed hereunder, and to fully complete all necessary Work under the same within not more than **seven hundred thirty (730)** consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the Contractor and each subcontractor shall furnish to the County, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the County to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes,

AGREEMENT

until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.

- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

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

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- N. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

AGREEMENT

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

- O. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
 - ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
 - iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,
- P. Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section J. of this Agreement, "Indemnification".

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Agreement Amount herein above specified, as follows:
If progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 5% of the Agreement Amount earned shall be deducted until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.
- B. If the Contractor shall so request, to furnish, without charge, 2 certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Plans, Plans or Specifications pertaining to this Agreement.

AGREEMENT

3. IT IS MUTUALLY AGREED:

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

4. CONTRACT DOCUMENTS

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

CHANGE ORDERS**SECTION J AGREEMENT****ADDENDA (if applicable)****APPENDIX 4 SPECIAL NOTICES (if applicable)****SECTION B SPECIAL CONDITIONS****SECTION D SPECIFICATIONS**

- 1. Utilities Special Provisions that modify the Pinellas County Utilities Department Standard Technical Specifications for Utilities Construction (Section E of the Invitation to Bid).
- 2. Pinellas County Utilities Department Standard Technical Specifications for Utilities Construction (Section E of the Invitation to Bid).
- 3. Pinellas County Public Works Roadway and Related Construction Standard Technical Specifications – July 2019 version (PC Std. Tech. Specifications).

FDOT Standard Specification for Road and Bridge Construction, Divisions II and III only – January 2021 version (FDOT Standard Specifications). Division I is not applicable.

PINELLAS COUNTY PROJECT SPECIFIC CONSTRUCTION PLANS FOR THIS CONTRACT

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

AGREEMENT

5. PUBLIC RECORDS – CONTRACTOR'S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-453-3218

Email: hconner@pinellascounty.org

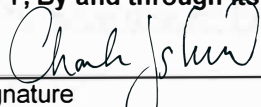
AGREEMENT

6. **BINDING AGREEMENT**

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

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

PINELLAS COUNTY, By and through its Board of County Commissioners

By: 
Signature
Date: September 22, 2022

QRC, Inc.
By: 
Signature
Print Name: HARRY L. HARVEY JR
Title: PRESIDENT

CUC1223943, CGC1516297

Contractor's Registration or Certification
No. issued by the State of Florida

PCC1256771
CFC 024525

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By: 
Deputy Clerk



APPROVED AS TO FORM

By: Jacina Parson

Office of the County Attorney
Office of the County Attorney

FRONT PAGE OF PUBLIC CONSTRUCTION BOND

Bond No. SEHNSU0822964

CONTRACTOR: *Name:* QRC, Inc.
Primary Business
Address: 2326 Sofia Drive
Lutz, FL 33558
Phone: (813) 948-2312

SURETY: *Name:* Harco National Insurance Company
Primary Business
Address: 4200 Six Forks Road, Suite 1400
Raleigh, NC 27609
Phone: (919) 833-1600

AGENT: *Name:* Nielson, Wojtowicz, Neu & Associates
Primary Business
Address: 1000 Central Avenue, Suite 200
St. Petersburg, FL 33705
Phone: (727) 209-1803

OBLIGEE: *Name:* Pinellas County Board of County Commissioners
Primary Business
Address: 400 S. Fort Harrison Avenue, 6th Floor
Clearwater, FL 33756
Phone: (727) 464-3311

CONTRACT
BOND AMOUNT: \$5,135,600.00

CONTRACT DATE: 9-22-2022

BID NO. AND TITLE: 22-0397-CP-MJ-Annual Water and Reclaimed Water Repair
and Extensions FY2022-FY2024

22-0397-CP-MJ

Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024

Page 72 of 86

SECTION K - BONDS

SECTION K -BONDS

The exact language in Section K must be used when submitting bonds

SEHNSU0822964

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That QRC, Inc., as Principal,
 and Harco National Insurance Company, as Surety,

Located at:

4200 Six Forks Road, Suite 1400, Raleigh, NC 27609, (919) 833-1600

(Business Address & Phone Number)

Are held and firmly bound unto Pinellas County, Florida, as Obligee in the sum of
 Five Million One Hundred Thirty-Five Thousand Six Hundred & 00/100

DOLLARS \$

5,135,600.00

For the payment whereof we bind ourselves,

our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into an Agreement with Obligee for Bid Title: **Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024** (PID # **002246E**), Bid No: **22-0397-CP-MJ** in accordance with Plans and Specifications, which Agreement is incorporated by reference and made a part hereof, and is referred to as the Agreement.

THE CONDITIONS OF THIS BOND is that if Principal:

1. Performs the Agreement at the times and in the manner prescribed in the Agreement; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Agreement, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then this bond is void; otherwise it remains in full force.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect Surety's obligations under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the Specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the Specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall apply to this bond.

KEN BURKE, CLERK OF COURT
 AND COMPTROLLER PINELLAS COUNTY, FL
 INST# 2022300680 10/13/2022 11:29 AM
 OFF REC BK: 22229 PG: 2565-2571
 DocType:BOND RECORDING: \$61.00

22-0397-CP-MJ

Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024

Page 73 of 86

SECTION K - BONDS

SEHNSU082296

BOND NO. _____

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this 7th day of October, 2022, the name of each party being affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

QRC, Inc.

Stacey Haney
(Authorized Signature)

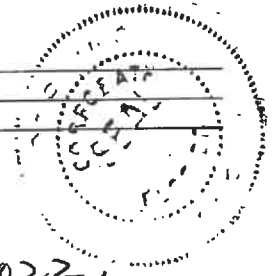
Stacey Haney
(Print Name)

V.P.
(Title)

2326 Sofia Drive

Lutz, FL 33558

(Business Address)



STATE OF FLORIDA

COUNTY OF PALM

The foregoing instrument was acknowledged before me this

07th October 2022

by Stacey Haney, VP
of QRC, INC

a Florida

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida

Driver's License as identification and who did (did not) take an oath.

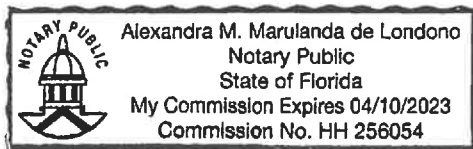
Notary:

Print Name:

Commission Number:

My Commission Expires

Alexandra M. Marulanda de Londono
Alexandra M. Marulanda de Londono
HH 256054
04-10-2023



22-0397-CP-MJ

Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024

Page 74 of 86

SECTION K - BONDS

BOND NO. SEHNSU0822964

SURETY:

Harco National Insurance Company

N/A

(Authorized Signature)

N/A

(Print Name)

N/A

(Title)

4200 Six Forks Road, Suite 1400Raleigh, NC 27609

(Business Address)

(Signature as Attorney in Fact)
(Attach Power of Attorney)Kevin Wojtowicz

(Print Name)

Attorney-in-Fact & Florida Licensed Agent

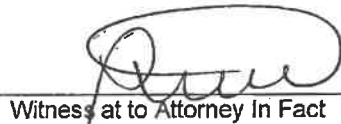
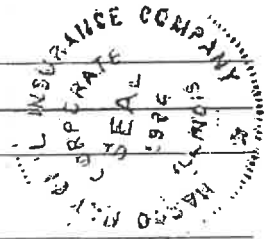
(Title)

1000 Central Avenue, Suite 200St. Petersburg, FL 33705

(Business Address)

(727) 209-1803

(Telephone Number)



Witness at to Attorney In Fact

Stephanie Wall

(Print Name)

STATE OF FLORIDA

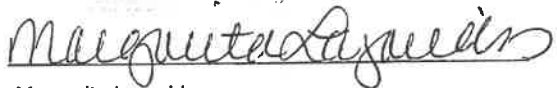
COUNTY OF PINELLASThe foregoing instrument was acknowledged before me this
October 7, 2022By Kevin WojtowiczOf Harco National Insurance Company, an IllinoisCorporation, on behalf of the Corporation. The individual is personally known to me or has produced Florida Driver's License as identification and who ~~did~~ (did not) take an oath.

Notary:

Print Name:

Margarita Lazarides

Commission Number:

HH134133My Commission Expires July 1, 2025

22-0397-CP-MJ

Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024

Page 75 of 86

SECTION K - BONDS

SEHNSU0822964

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We QRC, Inc.
 (hereinafter called the "Principal" and Harco National Insurance Company
 (hereinafter called the "Surety"), located at 4200 Six Forks Road, Suite 1400, Raleigh, NC 27609, (919) 833-1600

A surety insurer chartered and existing under the laws of the state of Illinois
 and authorized to do Business in the State of Florida, are held and firmly bound unto Pinellas County
 (hereinafter called the "County") in the sum of _____
Five Million One Hundred Thirty-Five Thousand Six Hundred & 00/100

DOLLARS \$ 5,135,600.00

For payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees,
 jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement (hereinafter referred to as the "Agreement") for

Bid Title: **Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024**, (PID # 002246E), Bid No: **22-0397-CP-MJ** said Agreement being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, Supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the Work provided for in the Agreement and;
2. Shall pay the County for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal in contravention to the Agreement in regard to payment for such labor, materials, or supplies furnished to the Principal; then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Agreement and compliance or noncompliance with any formalities Connected with the said Agreement or alterations, which may be made in the terms of said Agreement, or in the Work to be done under it, or the giving by the County of any extension of time for the performance of the said Agreement, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict Requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitation of Section 255.05(2).

22-0397-CP-MJ

Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024

Page 76 of 86

SECTION K - BONDS

SEHNSU0822964
BOND NO. _____

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

THIS BOND DATE THE 7th DAY OF October, 2022
(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-or-attorney)

PRINCIPAL:

QRC, Inc.

Stacey Haney
(Authorized Signature)

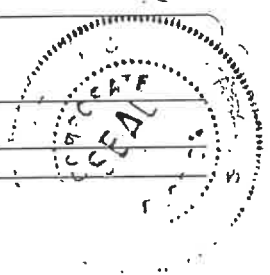
Stacey Haney
(Print Name)

V.P.
(Title)

2326 Sofia Drive

Lutz, FL 33558

(Business Address)



STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this

07th October 2022.By Stacey Haney, VP.Of QRC, INC., a Florida

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

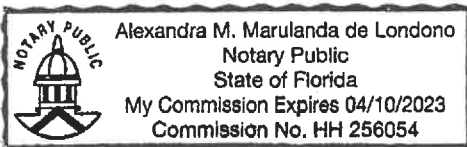
Notary:

Print Name:

Commission Number:

My Commission Expires

Alexandra M. Marulanda de Londono
Alexandra M. Marulanda de Londono
HH 256054
04-10-2023



22-0397-CP-MJ

Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024

Page 77 of 86

SECTION K - BONDS

BOND NO. SEHNSU0822964

SURETY:

Harco National Insurance Company

N/A

(Authorized Signature)

N/A

(Print Name)

N/A

(Title)

4200 Six Forks Road, Suite 1400Raleigh, NC 27609

(Business Address)



(Signature As Attorney In Fact)

(Attach Power of Attorney)

Kevin Wojtowicz

(Print Name)

Attorney-in-Fact & Florida Licensed Agent

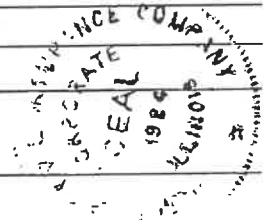
(Title)

1000 Central Avenue, Suite 200St. Petersburg, FL 33705

(Business Address)

(727) 209-1803

(Telephone Number)



Witness at to Attorney In Fact

Stephanie Wall

(Print Name)

STATE OF FLORIDA

COUNTY OF PINELLASThe foregoing instrument was acknowledged before me this
October 7, 2022By Kevin WojtowiczOf Harco National Insurance Company, an IllinoisCorporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's
License as identification and who ~~did~~ (did not) take an oath.

Notary:

Print Name:

Margarita Lazarides

Commission Number:

HH134133My Commission Expires July 1, 2025



I hereby certify that the foregoing is a true copy as recorded in the official records of Pinellas County.

This day of Oct, 2021

KEN BURKE
Clerk of Circuit Court & Comptroller

POWER OF ATTORNEY

Bond # SEHNSU0822964

HARCO NATIONAL INSURANCE COMPANY

By: Irene Martins **INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MARGARET A. SCHULZ, JESSICA P. RENO, KEVIN WOJTOWICZ, JOHN R. NEU, DANIEL F. OAKS

Miami Lakes, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 07, 2022

Irene Martins

Irene Martins, Assistant Secretary

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

QRC, Inc.
2326 Sofia Drive
Lutz, FL 33558

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Rd, Suite 1400
Raleigh, NC 27609

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Pinellas County Board of County Commissioners
400 South Ft. Harrison, Sixth Floor
Clearwater, FL 33756

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Annual Water and Reclaimed Water Repair and Extensions FY2022 - FY2024, Project No. 002246E,
Solicitation No. 22-0397-CP-MJ

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of May, 2022

(Witness)

QRC, Inc.

(Principal)

(Seal)

By:

(Title) President

Harco National Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin Wojtowicz Attorney-in-Fact

(Witness) Rita Lazarides

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # _____ Bid _____

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MARGARET A. SCHULZ, JESSICA P. RENO, KEVIN WOJTOWICZ, JOHN R. NEU, DANIEL F. OAKS

Miami Lakes, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2021



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 26, 2022

Irene Martins, Assistant Secretary

A00144

22-0397-CP-MJ

Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024

SECTION L - AFFIDAVIT OF RELEASE AND GUARANTEE

SECTION L – AFFIDAVIT OF RELEASE AND GUARANTEE

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, personally

appeared _____

who after being duly sworn, deposes and says:

All charges for labor, materials, supplies, lands, licenses and other expenses arising from

Bid Title: **Annual Water and Reclaimed Water Repair and Extensions FY2022-FY2024**, (PID # **002246E**), Bid No: **22-0397-CP-MJ** for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to herein.

On behalf of itself and its subcontractors, suppliers, material men, successors and assigns, the Contractor releases and waives all claims, demands, damages, costs and expenses, against the Board of County Commissioners of Pinellas County, relating in any way to the performance or payment of the above-numbered Agreement, for the period from the date of execution of the Agreement through and including the date of acceptance of Final Payment.

The Contractor is aware of contractual provisions for warranties and guarantees contained in the General Conditions of the above numbered Agreement, and acknowledges that those provisions shall have the same force and effect as if this Affidavit had not been executed, and understands that the County's remedies are not limited by same but are in addition to any other remedies provided by law.

This Affidavit is given in connection with the Contractors application for Final Payment.

FURTHER AFFIANT SAYETH NAUGHT.

(Affiant)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this

By _____ who is personally known to me and/or has produced

_____ As identification.

Signature of Person Taking Acknowledgement_____
Name of Acknowledger Types, Printed or Stamped

APPENDIX 1 - PERMITS

APPENDIX 1 - PERMITS

APPENDIX 1

PERMITS

Annual Potable & Reclaimed Water Repair Services FY2022 – FY2024

P.I.D. No. 002246E

PERMIT INDEX

AGENCY	PERMIT	PERMIT FEE / OTHER
Issued to Contractor following the Pre-construction Meeting if applicable or as directed by the County	Pinellas County Habitat Management Permit	No permit charge
Issued to Contractor following the Pre-construction Meeting if applicable or as directed by the County	Dewatering Permit	No permit charge
Issued to Contractor following the Pre-construction Meeting if applicable or as directed by the County	National Pollutant Discharge Elimination System (NPDES) Permit	No permit charge
Link to information regarding disclosure of County's permits or fees: http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=218.80&URL=0200-0299/0218/Sections/0218.80.html		

APPENDIX 2 – SAMPLE CHANGE ORDER

APPENDIX 2 – SAMPLE CHANGE ORDER**SAMPLE CHANGE ORDER**

PINELLAS COUNTY PURCHASING DEPARTMENT

CLEARWATER, FLORIDA

FISCAL NO. _____

CHANGE ORDER NO. _____

ACCOUNT NO. _____

TO _____

Total Agreement \$ _____

FOR _____

Addition \$ _____

IN CONNECTION WITH _____

New Total \$ _____

Deletion \$ _____

New Total Agreement \$ _____

Execution by the contractor of this Change Order shall be considered a waiver of all claims or request for additional time or compensation for any activities prior to time of execution related to items included in the Change Order. The contractor also acknowledges that payment authorized by this Change Order represents full and complete compensation for labor, materials, incidental expenses, overhead profit, impact cost, and time associated with this Work. Claim procedures are outlined in the Contract documents.

Investigator

APPROVED AS TO FORM:
OFFICE OF COUNTY ATTORNEY

Director of Purchasing
Accepted this _____ day of
_____ 20 _____

By _____
Attorney

PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

By _____
Chairman

Attest: KEN BURKE, CLERK

By _____
Deputy Clerk

Use Authorized Signatures Only

Company

By _____
Title

Witness

APPENDIX 3 - SAMPLE APPLICATION FOR PAYMENT

APPENDIX 3 – SAMPLE APPLICATION FOR PAYMENT

APPLICATION AND CERTIFICATE FOR PAYMENT

From (Contractor Name)

Pinellas County Department

Payment Application Number**Purchase Order Number**

Payment Period

to

From:

CHANGE ORDER SUMMARY			
Change Order #	Date Approved	Additions	Deductions
TOTAL			
NET CHANGE			

PAYMENT SUMMARY

Original Agreement Amount \$

Net Change by Change Order	\$
----------------------------	----

Agreement Sum to Date \$

Total Completed to Date \$

Stored Materials to Install	\$
-----------------------------	----

TOTAL	\$
-------	----

Retainage	%
100	100
90	90
80	80
70	70
60	60
50	50
40	40
30	30
20	20
10	10
0	0

Total Earned Less Retainage \$

Less Previous Payments	\$
------------------------	----

Current Payment Due \$

I certify that the payment requested is in accordance with the terms of the agreement dated _____ and that previous payments have been used to pay obligations for materials supplied and work performed in conjunction with this project. In accordance with the contract documents and in consideration of _____ paid.

_____ (“Contractor”) releases and waives for itself and its subcontractors, materialmen, successors, and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Pinellas County, Florida, Ex Officio the governing Board of the Pinellas County (“County”) relating in any way to the performance of the agreement between contractors and owner, dated _____ for the period from _____ to _____.

APPLICATION FOR PAYMENT APPROVED BY:

Consultant or Design Professional/Engineer of Record

Pinellas County (Dept) Engineering Project Manager

Pinellas County Public Works

Director of _____ (Dept)

Contractor Date

APPENDIX 4 - SPECIAL NOTICES

APPENDIX 4 – SPECIAL NOTICES

APPENDIX 4

SPECIAL NOTICES

P.I.D. No. 002246E

ANNUAL POTABLE WATER & RECLAIMED WATER REPAIR SERVICES

FY2022 – FY2024

In Pinellas County, Florida

NOTICE TO CONTRACTORS

1. As-Built Survey:

When replacing potable water or reclaimed main five hundred (500) linear feet or greater, the as-built survey with Professional Liability insurance coverage is required. The County will accept Professional Liability coverage from the sub-contractor who provides the as-built survey(s), otherwise the Contractor must provide the coverage.

2. WARRANTIES:

In addition to the Warranties contained in Section B – SPECIAL CONDITIONS, Paragraph 43, the following warranties shall also apply:

- Individual work orders ten percent (10%) or greater of the awarded contract amount, shall have their own warranty.

APPENDIX 5 - OTHER UTILITIES**APPENDIX 5 – OTHER UTILITIES****OTHER UTILITIES****AGENCY****REPORT NO.****PAGE NO. (s)**

APPENDIX 6 - REPORTS**APPENDIX 6 – REPORTS****REPORTS****TITLE****PAGE NO. (s)**

APPENDIX 7 - SBE COMPLIANCE FORM

APPENDIX 7 – SBE COMPLIANCE FORM

Mandatory SBE PROJECT GOALS: 12%

PRIME CONTRACTOR NAME: QRC, Inc.

SUBCONTRACTOR(S) INFORMATION:

COMPANY: MOTPlans.com COMPANY: Hyatt Survey Services
ADDRESS: 4928 Old Winter Garden Rd ADDRESS: 2812 Lena Rd
Orlando, FL 32811 Bradenton, FL 34211

AMOUNT OF SUBCONTRACTED WORK: \$ unknown until work orders are acquired
CONTACT: Sattya Sukhu CONTACT: Jacqueline O'Sullivan
EMAIL: Sattya@motplans.com EMAIL: pam@hyatt-survey.com
TELEPHONE: 813-600-7884 TELEPHONE: 941-748-4693

COMPANY: LMR Construction, Inc. COMPANY: Bussey Construction Services, Inc.
ADDRESS: 997 Dawes Rd ADDRESS: 32234 Summerlade Dr
Frostproof, FL 33843 Wesley Chapel, FL 33545

AMOUNT OF SUBCONTRACTED WORK: \$ unknown until work orders are acquired
CONTACT: Luis Montanez CONTACT: Kristen Bussey
EMAIL: lmr_montanez@hotmail.com EMAIL: kbussey@busseyconstruction.com
TELEPHONE: 863-528-6361 TELEPHONE: 813-857-3844

I certify that the information included in this Compliance Form is true and complete to the best of my knowledge and belief. I further understand and agree that this Compliance Form shall become a part of my contract with Pinellas County.

Name and Title of Authorized Representative:

Harry Haney Jr - President

Signature:



FOR PINELLAS COUNTY USE ONLY:

I have reviewed this Compliance Form and found the Bidder ☐ IS ☐ IS NOT in compliance with the Invitation to Bid SBE goals.

Purchasing Staff Member:

Initials:

Date:

APPENDIX 8 – E-VERIFY AFFIDAVIT

APPENDIX 8 – E-VERIFY AFFIDAVIT

I hereby certify that QRC, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

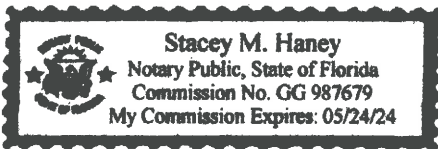
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of QRC, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: [Signature]Print Name: Keith Watson, CEODate: 5/25/22Federal Work Authorization User Identification No.: company ID: 745815, employee ID: 59-3330443Name of Pinellas County Contract and Contract No.: Annual Water + Reclaimed Water Repair + Extensions FY 22-24 22-0397-CP-MJSTATE OF FLORIDA COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of 1) physical presence ☒ or 2) online notarization 25th day of May, 2022 (date) by Keith Watson, CEO (name of officer or agent, title of officer or agent) of QRC, Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced [Signature] (type of identification) as identification.

[Notary Seal]

Notary Public: Stacey M. HaneyName typed, printed, or stamped: Stacey M. HaneyMy Commission Expires: 5/24/24



My Company

My Company Profile

Company Information

Company Name

QRC, Inc.

Doing Business As (DBA)

Company ID

745815

Enrollment Date

01/15/2014

Employer ID Number

593330443

DUNS Number

Total Number of Employees

10 to 19

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Locations

Physical Address

2326 Sofia Dr
Lutz, FL 33558

Mailing Address

Same as Physical Address

[Edit Company Locations](#)

Hiring Sites

Number of Sites

1

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P95000052986

Entity Name: QRC, INC.

Current Principal Place of Business:

2326 SOFIA DR
LUTZ, FL 33558

Current Mailing Address:

2326 SOFIA DR
LUTZ, FL 33558

FEI Number: 59-3330443

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WATSON, KEITH
2402 SOFIA DR
LUTZ, FL 33558 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title CEO
Name WATSON, KEITH
Address 2402 SOFIA DR
City-State-Zip: LUTZ FL 33558

Title DP
Name HANEY, HARRY LJR
Address 2326 SOFIA DR
City-State-Zip: LUTZ FL 33558

Title DVPS
Name HANEY, STACEY M
Address 2326 SOFIA DR
City-State-Zip: LUTZ FL 33558

Title DVPT
Name WATSON, MELODY D
Address 2402 SOFIA DR
City-State-Zip: LUTZ FL 33558

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STACEY HANEY

V.P.

03/22/2022

Electronic Signature of Signing Officer/Director Detail

Date

The City of St. Pete Beach
SOLICITATION AWARD ANALYSIS
Piggyback

Award Information

- A. Description:** Repair of Reclaimed Water Lines and Extensions
- B. Contractor:** QRC, Inc.
- C. Award Type:** Piggyback Agreement
- D. Term of Award:** March 7, 2023 to September 21, 2024; With the opportunity to extend for additional three (3) one (1) year options

Solicitation Information

- E. Issue Date and Offer Received Date:** April 15, 2022 and May 26, 2022
- F. Timely Bids Received:** Two (2)
- **Solicitation Process :** On April 15, 2022 solicitation 22-0397-CP-MJ for Annual Water and Reclaimed Water Repair and Extensions was posted on Pinellas County website.
- G.** Pinellas County received two (2) bids on May 26, 2022 from TLC Diversified, Inc. and QRC, Inc.
- H. Price Review/Negotiation Record:** The Procurement Manager reviewed the pricing and determined that the bid for QRC, Inc. was considered fair and reasonable.
- I. Determination of Responsibility:** A responsibility review was conducted. QRC, Inc. is not listed on the federal government's debarred /suspended list (<https://www.sam.gov>) nor do they appear on the State of Florida List Of Convicted/Suspended/Discriminatory Vendor lists.
- J. Determination and Recommendation:** QRC, Inc. is determined to be responsible vendor and is, therefore, eligible and recommended for award.

Prepared: Sharon Spellman _____
Procurement Manager

St. Pete Beach City Commission Agenda Report

Action Request: Request authorization of expenditures of \$32,629.91 CIAC, and \$10.50 monthly rental increase under the Duke Energy Lighting Proposal WO# 44583090 for streetlight replacements on the west side of Pass-a-grille Way from 1st Ave through 11th Ave.

Strategic Objective: Community & Neighborhoods: Walkability and Safety

Date: February 28, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: As part of the Pass-a-Grille Way Phase 2 reconstruction project, the lighting along the west side of Pass-a-Grille Way was removed and replaced with new energy efficient LED lights in Sanibel fixtures that matched those lights installed throughout Phase I of the project. These lights were installed based on a photometric design that brought the roadway illumination into compliance with current roadway lighting standards, resulting in an increase in the number of lights.

Prior to construction, lights were only present where side streets intersected Pass-a-Grille. The intensity of these new lights and increased number of poles produced a much stronger light and the residents in the neighborhood were very concerned about the intensity and harshness, and that some of the light from these new fixtures was intruding into many homes.

Following this feedback, the City made the decision to have these new lights de-energized and removed by Duke Energy. The lights have been de-energized for several years now, and the City has received negative feedback regarding the lack of illumination for pedestrian safety. The solution to both concerns has been determined to be lower 12' tall amber turtle-friendly streetlights, similar to the lights currently installed along Gulf Way. A few poles will be left at 17' where needed for truck clearance and will have amber turtle friendly fixtures installed with shields to reduce any light intrusion potential.

Funding:

Fund: General

Account: 001.6103.541.5499

Available Budget: \$76,000

Sufficient funding is available for authorization.

Attachments:

Duke Energy Lighting Proposal WO#44583090

**Reviewed by the
City Manager:**



DE Contact: Kyle Channing Petty

Address: 2166 Palmetto St. Clearwater, FL 33765

Phone: (727) 355 - 0368

Lighting Proposal

WO# **44583090**

February 2, 2023

Project Details
Customer: CITY OF ST. PETE BEACH
Account: 9100 8952 0541
Site: PASS-A-GRILLE WAY (BETWEEN 1ST AVE & 11TH AVE)
Contact: NICOLE L. KURANT
Phone: (727) 363 - 9273

Scope of Request
Replace (20) 25' Promenade Poles with 16' Colonial Poles.
Replace (23) 70W LED Sanibel Lights with 60W LED Amber Sanibel Lights.
Three 17' MH Locations to remain;
C/O Pass-A-Grille Way &:
-11th Ave
-8th Ave
-6th Ave

REMOVALS		Per Unit				Sub-Total
Quantity	Product Description Fixtures and Poles	Rental	Maint.	F & E	Unit Total	
23	70W LED Sanibel Black L25N	\$17.55	\$1.39	\$2.00	\$20.94	\$481.62
20	25' PROMENADE, Bronze Conc Brnz Adapt P476	\$14.85	\$0.00	\$0.00	\$14.85	\$297.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$700.65	\$31.97	\$46.00		
Existing Estimated Monthly Rental						\$778.62

INSTALLS		Per Unit				Sub-Total
Quantity	Product Description Fixtures and Poles	Rental	Maint.	F & E	Unit Total	
23	60W LED Sanibel Type III Amber (1K) QSM Blk L21NAM	\$20.47	\$1.39	\$1.68	\$23.54	\$541.42
20	16' BLACK COLONIAL 6" TENON QSM P536	\$12.37	\$0.00	\$0.00	\$12.37	\$247.40
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$718.21	\$31.97	\$38.64		
Estimated Monthly Rental						\$788.82
Choose		☐	CIAC ONE TIME PAYMENT			\$32,629.91
One		☐	* MLDF MONTHLY PAYMENT			N/A

Monthly rates are subject to tariff rate changes

Estimates valid for 30 days and subject to change.

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charges.

✧ **CIAC** - The one time invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

OR

* **MLDF** - This Monthly Lighting Distribution Fee will be billed to you separately each month is 1.59% of the Underground or Overhead Service feed and pole installation.

Choose ONE Option by Checking a Box Above

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit payment with this form and do not fax. Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

The CIAC or MLDF charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities & charges meet the requirements within that jurisdiction. Should the agency not accept these facilities & charges into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Thank you for your lighting request. We look forward to working with you on this project.

St. Pete Beach City Commission Agenda Report

Action Request: Request authorization of expenditures of \$34,865.00 with K.B. Industries, Inc. and \$8,269.20 with Gilliam Construction LLC for Perma-Drive installation.

Strategic Objective: Resiliency: Road Infrastructure

Date: February 28, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Much of the City is very flat, with many areas having very minor slope to convey stormwater to drainage structures. This causes water ponding in small areas and we routinely received complaints from the residents about this. Until now, the existing solutions are not cost effective given the magnitude of the problem.

However, staff has been looking for a way to implement a cost-effective remedy to this problem and has identified Perma-Drive as a potential solution.

Perma-Drive is an all-stone porous pavement that is durable enough to be used for roadway applications and parking stalls and will allow standing water to percolate into the groundwater table instead of standing on the street surface.

Installation will include removing a 2 foot wide strip of asphalt from the locations shown on the included maps and installing Perma-Drive. KBI will perform the placement of the product but does not perform the preparation work. The City has requested a quote from Gilliam Construction LLC to perform the preparatory work under our existing unit price Concrete Brick and Mortar repair contract.

The City requested a proposal from K.B. Industries, Inc. (KBI) to test KBI's Perma-Drive porous pavement product at two locations in the City that experience significant ponding water due to lack of adequate surface drainage. These two locations are Bay Street from Gulf Winds Drive to 64th Avenue and the City Hall parking spaces along Corey Avenue

Funding:

Fund: Stormwater
Account: 103.6108.537.5469
Available Budget: \$136,952

Attachments:

KBI Proposal for City Hall Perma-Drive
KBI Proposal for Bay Street Perma-Drive
Quote from Gilliam Construction LLC
Proposed Installation Locations
Perma-Drive Details

**Reviewed by the
City Manager:**

PROPOSAL

K.B. Industries, Inc.
4600 140th Ave. N., Ste 200
Clearwater, FL 33762
(T) 727.723.3300 & (F) 727.723.3600
Website: www.kbius.com

Date: December 19, 2022
Proposal #: 22372
Install Date: TBD
KBI Contact: Andy Curbow
KBI Contact Number: (727) 723-3300

CLIENT/OWNER:	PROJECT:
Mike Clarke Public Works Director City of St. Pete Beach, FL 155 Corey Ave. St. Pete Beach, FL 33706 727-363-9243 mclarke@stpetebeach.org	St. Pete Beach- City Hall - Perma-Drive County Pinellas

SCOPE OF WORK:

1. KBI to supply and install 300sf of KBI Perma-Drive @ 1.5" thick
2. KBI to vertically wet prime recently saw cut edge
3. All Ground prep including stone work and grading done by others before KBI arrival
4. All MoT, barriers, permits, and site security by others

5. A 5% discount on entire order if paid up front. Discount = \$258.75

Line #	Square Feet	Product	Color	Description	Unit Price	Total
1	300			KBI Perma-Drive Installation	\$ 4.00	\$ 1,200.00
2	300	Flexi-Pave		KBI Perma-Drive Material @ 1.5" thick	\$ 6.95	\$ 2,085.00
3	1	Freight*			\$ -	\$ 995.00
4	1	Corporate Mobilization			\$ -	\$ 995.00

Upon acceptance of this proposal with your signature below, it is acknowledged you have read the Product Specification Sheet for the KBI Flexi®-Process product quoted in this proposal.

Signature _____ Title _____

Printed Name: _____ Date: _____

Installation/Labor	\$ 1,200.00
Materials	\$ 2,085.00
Pinellas County Surtax 1.0%	\$ -
Florida State Sales Tax 6.0%	\$ -
Mobilization	\$ 995.00
Sub-Total	\$ 4,280.00
* Freight	\$ 995.00
Grand Total	\$ 5,275.00

DEPOSIT AMOUNT DUE \$ 4,075.00

Remaining Balance After Deposit \$ 1,200.00

Balance Due if Paid in Full \$4,916.25

PAYMENT TERMS & PROPOSAL NOTES

1. Payment Terms

STANDARD: 100% of the material, freight and mobilization is due upon placement of the order. Remaining balance due upon completion. Deposit is non-refundable once material order is placed into production. *To ensure timely delivery and adherence to predetermined job scheduling customer prefers that K.B. Industries, Inc. handles freight and associated logistics for customer's K.B. Industries, Inc. reserves the right to apply 1.5% monthly interest late fee on unpaid balances outside of invoice terms.

2. Warranty

100% of Proposal/Contract MUST be PAID IN FULL prior to KBI issuing warranty. "KBI's porous paving products carry a 1 year material warranty. Extended warranties are available with the addition of a maintenance program. (see product specification for additional details)"

3. Ground Work/Base Prep

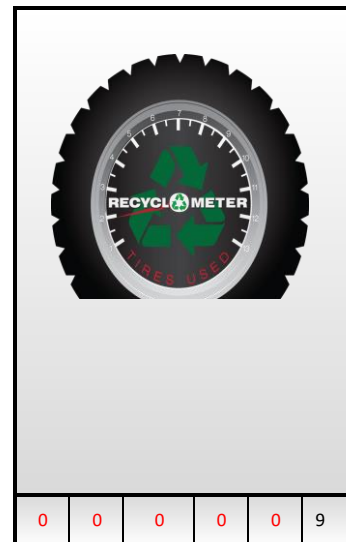
a) If ground work is being performed or other materials are being supplied or installed by others prior to KBI's work, it is agreed between all parties that KBI reserves the right to charge an additional rate, up to a maximum of \$2,000/daily for KBI's down time, should the aforementioned is not satisfactory before the installation of KBI Flexi®-Process materials.

b) All base/sub-grade material and preparation to be provided and performed by others per KBI's specifications. KBI does not warranty any base/sub-grade work which is performed by others. This includes ADA grading. Warranty is subject to KBI installation acceptance standards.

c) It is understood that when Flexi-Pave is installed over a prepared base, it's grade will reflect the grade of the base. If the base prepared by others does not meet ADA grade then neither will the Flexi-Pave.

4. Proposal & Freight Rates

This Proposal is valid for 90-days (excluding freight rates, which are valid for 30-days and are subject to change) from the date of this Proposal.



Tires recycled on this project.

The "USGBC Member Logo" is a trademark owned by the U.S. Green Building Council and is used by permission. The logo signifies only that K.B. Industries, Inc. is a USGBC member; USGBC does not review, certify, or endorse the products or services offered by its members

PROPOSAL

K.B. Industries, Inc.
4600 140th Ave. N., Ste 200
Clearwater, FL 33762
(T) 727.723.3300 & (F) 727.723.3600
Website: www.kbius.com

Date: December 19, 2022
Proposal #: 22373
Install Date: TBD
KBI Contact: Andy Curbow
KBI Contact Number: (727) 723-3300

CLIENT/OWNER:	PROJECT:
Mike Clarke Public Works Director City of St. Pete Beach, FL 155 Corey Ave. St. Pete Beach, FL 33706 727-363-9243 mclarke@stpetebeach.org	St. Pete Beach- Bay St. - Perma-Drive County Pinellas

SCOPE OF WORK:

1. KBI to supply and install 2,100sf of KBI Perma-Drive @ 1.5" thick
2. KBI to vertically "wet" prime recently saw cut edge
3. All Ground prep including stone work and grading done by others before KBI arrival
4. All MoT, barriers, permits, and site security by others

5. A 5% discount on entire order if paid up front. Discount = \$1,479.50

Line #	Square Feet	Product	Color	Description	Unit Price	Total
1	2,100			KBI Perma-Drive Installation	\$ 4.00	\$ 8,400.00
2	2,100	Flexi-Pave		KBI Perma-Drive Material @ 1.5" thick	\$ 6.95	\$ 14,595.00
3	1	Freight*			\$ -	\$ 4,600.00
4	1	Corporate Mobilization			\$ -	\$ 1,995.00

Upon acceptance of this proposal with your signature below, it is acknowledged you have read the Product Specification Sheet for the KBI Flexi®-Process product quoted in this proposal.

Signature _____ Title _____

Printed Name: _____ Date: _____

Installation/Labor	\$ 8,400.00
Materials	\$ 14,595.00
Pinellas County Surtax 1.0%	\$ -
Florida State Sales Tax 6.0%	\$ -
Mobilization	\$ 1,995.00
Sub-Total	\$ 24,990.00
* Freight	\$ 4,600.00
Grand Total	\$ 29,590.00

DEPOSIT AMOUNT DUE \$ 21,190.00

Remaining Balance After Deposit \$ 8,400.00

Balance Due if Paid in Full \$28,110.50

PAYMENT TERMS & PROPOSAL NOTES

1. Payment Terms

STANDARD: 100% of the material, freight and mobilization is due upon placement of the order. Remaining balance due upon completion. Deposit is non-refundable once material order is placed into production. *To ensure timely delivery and adherence to predetermined job scheduling customer prefers that K.B. Industries, Inc. handles freight and associated logistics for customer's K.B. Industries, Inc. reserves the right to apply 1.5% monthly interest late fee on unpaid balances outside of invoice terms.

2. Warranty

100% of Proposal/Contract MUST be PAID IN FULL prior to KBI issuing warranty. "KBI's porous paving products carry a 1 year material warranty. Extended warranties are available with the addition of a maintenance program. (see product specification for additional details)"

3. Ground Work/Base Prep

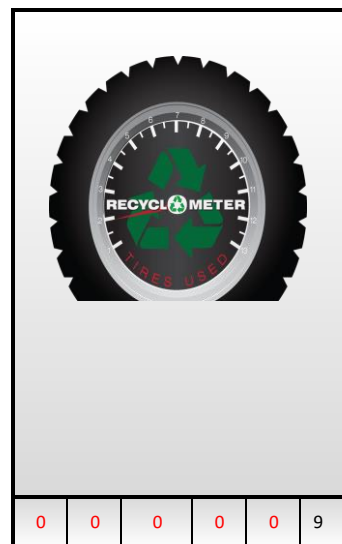
a) If ground work is being performed or other materials are being supplied or installed by others prior to KBI's work, it is agreed between all parties that KBI reserves the right to charge an additional rate, up to a maximum of \$2,000/daily for KBI's down time, should the aforementioned is not satisfactory before the installation of KBI Flexi®-Process materials.

b) All base/sub-grade material and preparation to be provided and performed by others per KBI's specifications. KBI does not warranty any base/sub-grade work which is performed by others. This includes ADA grading. Warranty is subject to KBI installation acceptance standards.

c) It is understood that when Flexi-Pave is installed over a prepared base, it's grade will reflect the grade of the base. If the base prepared by others does not meet ADA grade then neither will the Flexi-Pave.

4. Proposal & Freight Rates

This Proposal is valid for 90-days (excluding freight rates, which are valid for 30-days and are subject to change) from the date of this Proposal.



Tires recycled on this project.

The "USGBC Member Logo" is a trademark owned by the U.S. Green Building Council and is used by permission. The logo signifies only that K.B. Industries, Inc. is a USGBC member; USGBC does not review, certify, or endorse the products or services offered by its members



02/15/2023

RE: Sole Source Vendor

This letter is to confirm that the Public Works Department needs to procure the following item(s) via sole source:

Company Name:	K.B. Industries, Inc.
Product Name:	KBI Perma-Drive
Model # / Description:	
Units:	2,400 Square Feet
Cost:	\$34,865.00

The following are the sole source reason(s):

☐	The vendor is manufacturer of the product and has no distributors
☐	The vendor is the only reseller of the manufacturer's product in this geographic region.
☐	Item to be purchased is a supply for equipment which is under warranty, and use of any product other than specified will void the warranty.
☒	Product is patented. Item is proprietary and is additional product or software which must work with an existing system.
☐	Other:

Please contact me for any further clarification.

Sincerely,

Brett E. Warner, PE Acting
Public Works Director
City of St. Pete Beach

2315 17th Street E.
Palmetto, FL 34221
Phone: (941) 723-1000
Fax: (941) 723-1001
Website: gcgilliamconstruction.com

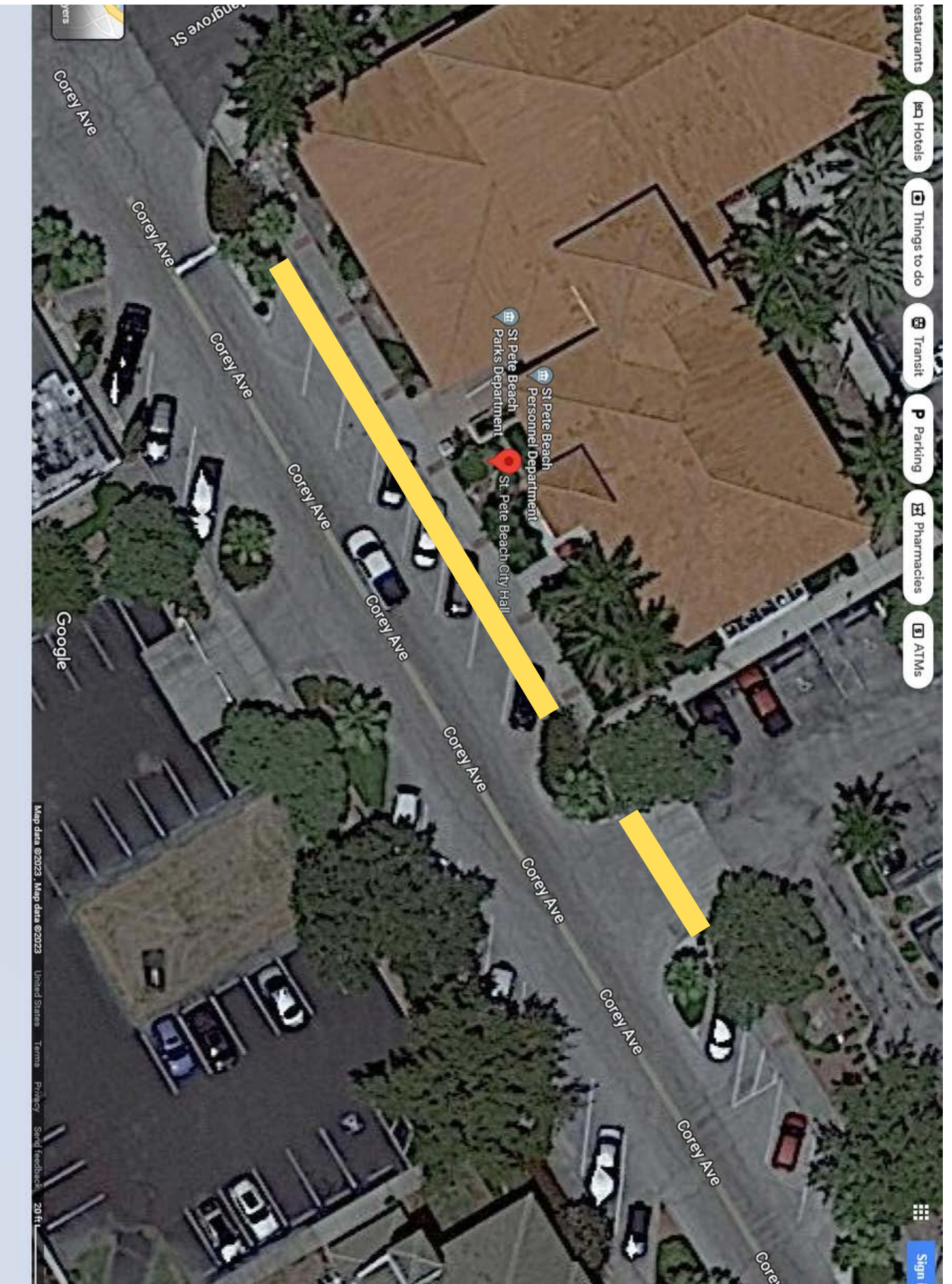


BILL TO

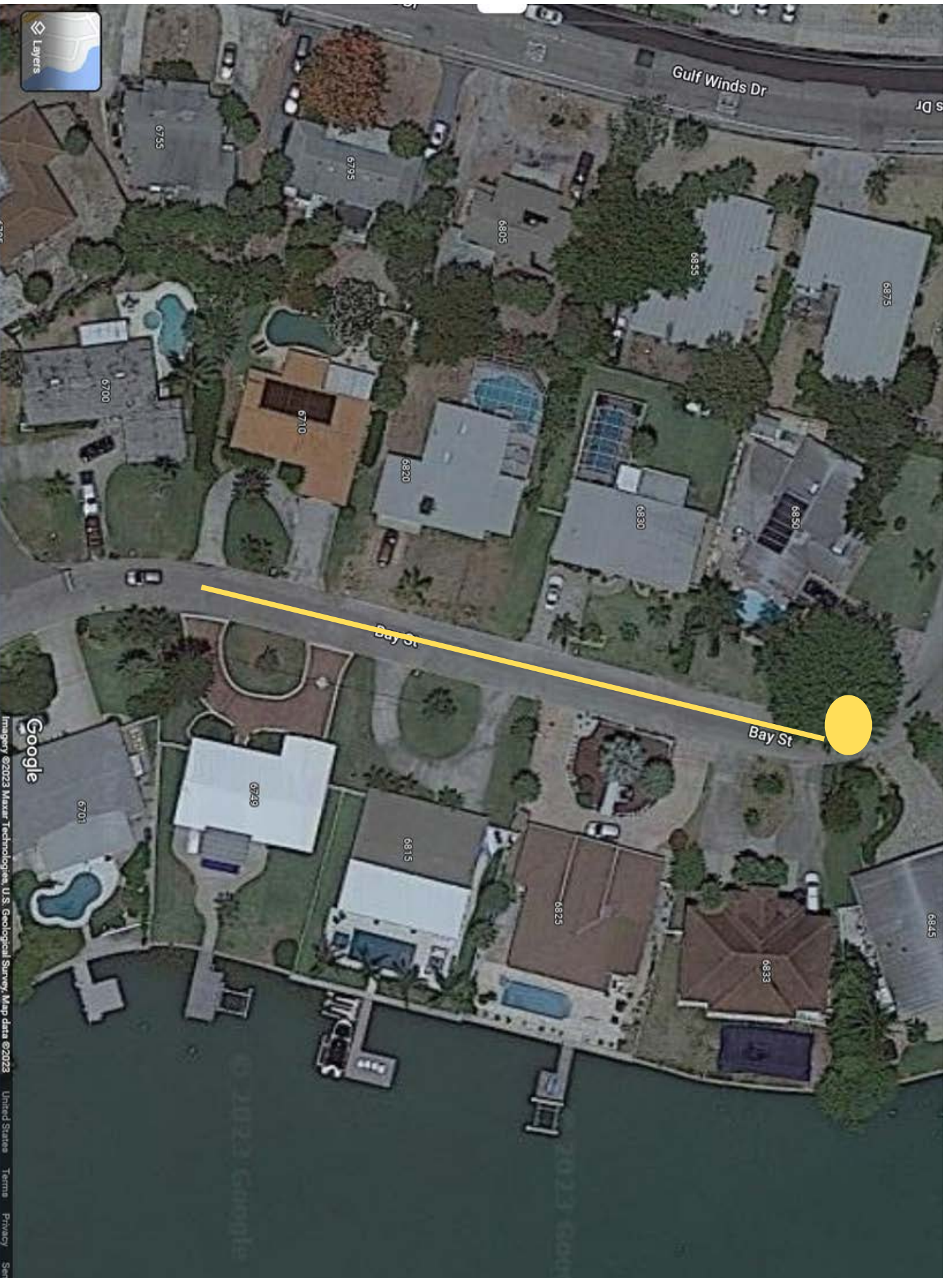
[illegible]

OTHER COMMENTS

Thank You For Your Business!

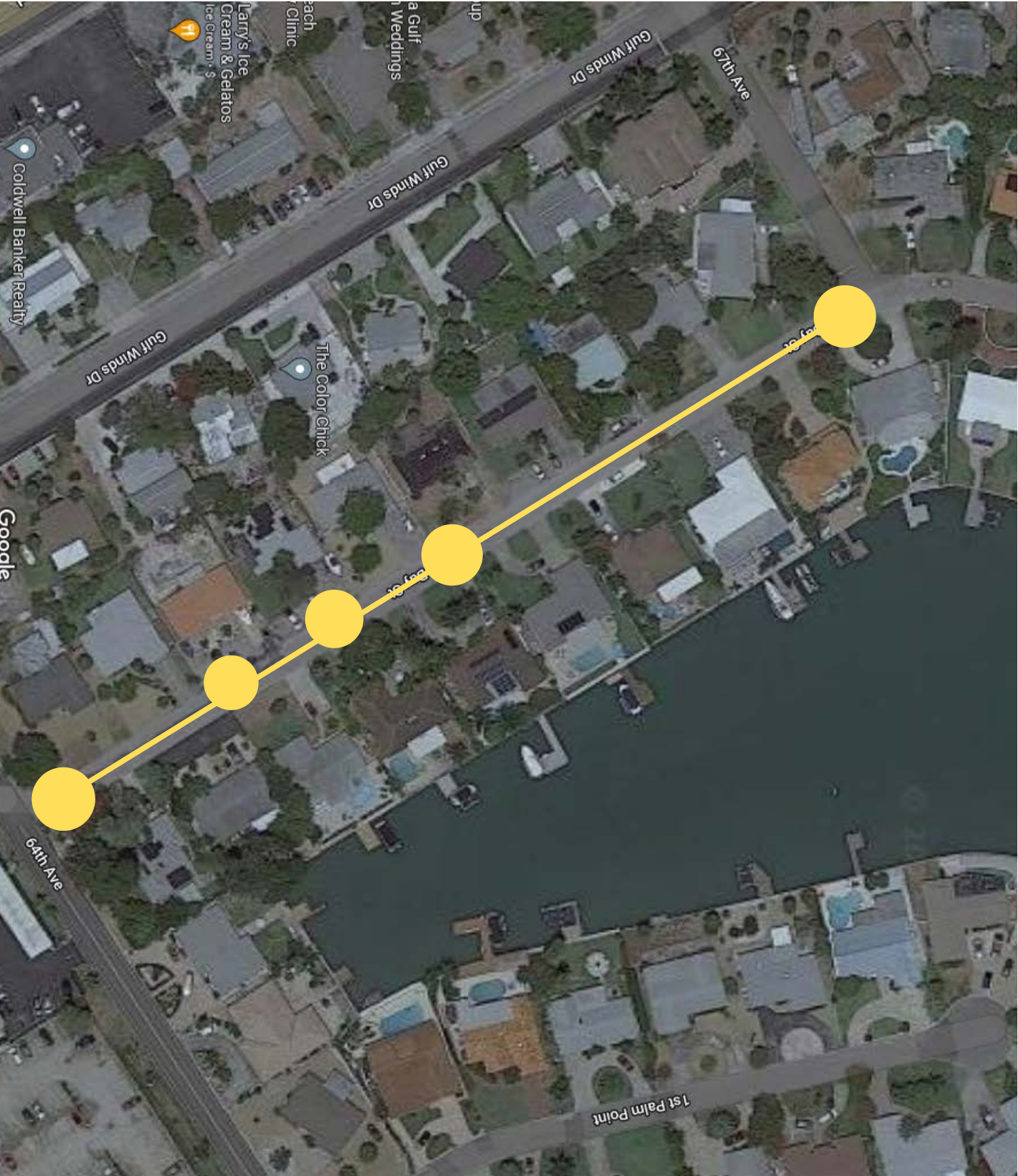


2" width x 150" length

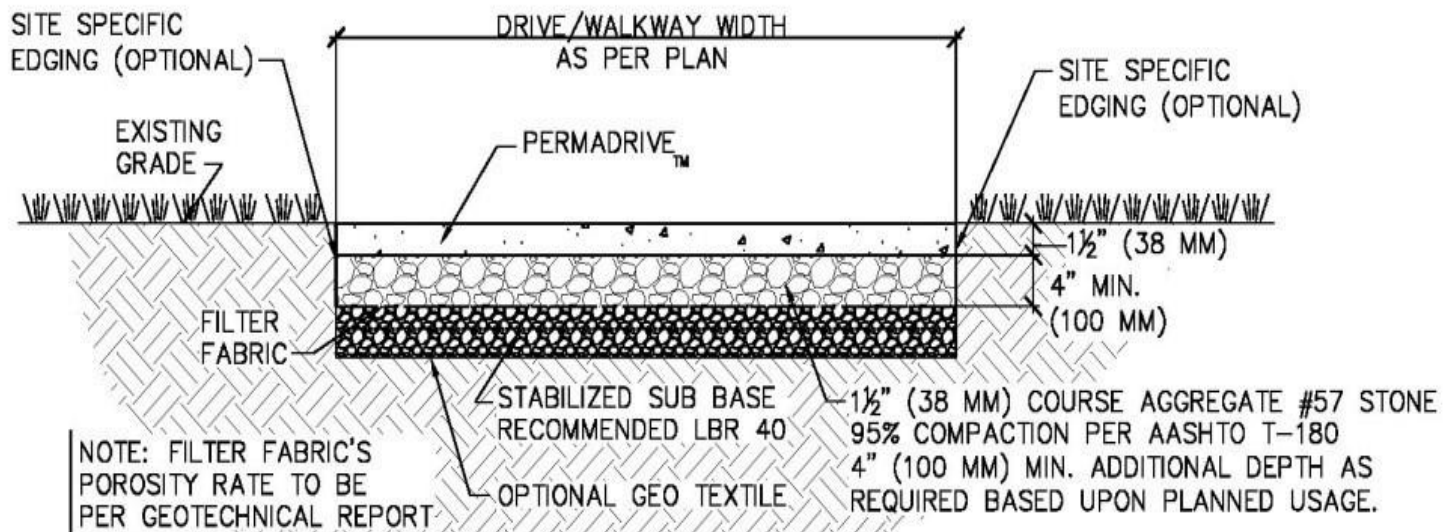


2'x 230' from storm drain

2'x 700' - drain to drain w/ (3)10x10 spots throughout where needed



KBI PermaDrive™ Typical Detail



St. Pete Beach City Commission Agenda Report

Action Request: Motion to authorize the expenditure of \$52,183 for the City's portion (1/3 of project cost) of a joint generator purchase with the Cities of Treasure Island and South Pasadena for use in the secondary Emergency Operations Center (EOC).

Strategic Objective: Resiliency

Date: February 28, 2023

Prepared By: Adam Poirrier, District Fire Chief

Through: Alex Rey, City Manager

Summary of Issue: The Cities of Treasure Island, St. Pete Beach, and South Pasadena partner together for emergency operations, including the use of a secondary Emergency Operations Center (EOC) currently located at the Pasadena Community Church (227 70th St. S. St. Petersburg, FL). Due to maintenance concerns regarding the existing generator for the City's secondary EOC, staff has determined it is advisable to have a replacement unit prior to the 2023 Hurricane Season.

The replacement unit will be a Caterpillar portable diesel generator rated at 200KW. The total price of this project through Ring Power Systems with SourceWell cooperative purchasing contract pricing is \$156,550.

As a component of the Equipment Sharing Interlocal Agreement entered into on November 1st, 2021 with the City of Treasure Island, the cost will be shared by each participating municipality. This places one-third of the cost burden on the City of St. Pete Beach in the amount of \$52,183.

Funding: Fund: Capital
Account: 301.8000.590.0029
Available Budget: \$383,147

The available budget was originally intended for generators at Fire Station 22 and City Hall. Both projects are currently on hold. The Fire Station 22 generator is partially grant funded and has been in a pending status with the State of Florida for several years. The project was developed prior to scheduling the Fire Station 22 reconstruction project and its scope will change based on reconfiguration of the station. The City Hall project is temporarily on hold while staff evaluates air conditioning systems. The intent is to complete the air conditioning project first and ensure the generator is right-sized for the new system.

Attachments:

1. Ring Power Systems Quote # AK Stock Unit – 23
2. Interlocal Agreement

**Reviewed by the
City Manager:**

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
32000 Blue Star Hwy
Midway, FL 32343
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
10421 Fern Hill Dr
Riverview, FL 33578
813-671-3700

SALES

SERVICE

PARTS

LEASING

RENTALS

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENTDATE: **01/27/2023**QUOTATION NO: **AK STOCK UNIT - 23**CUSTOMER NAME: **CITY OF TREASURE ISLAND**

ADDRESS:

CITY/STATE/ZIP: , **FL**

PHONE:

ESTIMATED SHIPPING LEAD TIME: **50-60 Weeks ADA**SHIPPING VIA/FOB: **Truck/Jobsite**ESTIMATED SUBMITTAL LEAD TIME: **N/A**

JOBSITE ADDRESS:

CITY/STATE/ZIP: **FL**PROJECT NAME: **CITY OF TREASURE ISLAND XQ230****TERMS:** Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations. Pricing based on utilizing a stock unit. Subject to prior sale. One (1) New Caterpillar Portable Diesel Generator - Model XQ230, Rated 200KW standby at 0.8 PF, 277/480 Volts, 3 Phase, 4 Wire, and 120/208 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options: - EPA Tier 4F - Main UL circuit breaker, 3 Pole, 800 Amp, generator mounted - Control panel with safety shutdowns, Engine controls and gauges 125 degrees C rise generator with voltage regulator - ADEM electronic governor - Weatherproof sound attenuated enclosure, steel construction - Integral fuel tank with 262 gallon capacity, 24 hours at 75% load - Integral DEF tank with 7 gallon capacity		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: Allyson Keeny

Allyson Keeny, EP/Ind Sales.

TERMS

- This offer to sell is made subject to buyer's acceptance within forty (40) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

Quote No. **AK STOCK UNIT - 23**

Page 1 of 2

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
- Single axle trailer with hydraulic brakes and pintle hitch - Jacket water heater, 120VAC input - Battery charger UL 10 amp, 120VAC input - Battery, lead acid, installed 2 Year / 1000 hour Caterpillar Platinum ESC		
<u>Caterpillar List Price</u>		\$162,394.00
July 2023 Price Increase 6% List Price		\$9,743.00
January 2024 Price Increase 5% List Price (Estimated)		\$8,607.00
<u>Revised Caterpillar List Price</u>		\$180,744.00
Deduct per Sourcewell Contract (23% of list price)		-\$41,571.00
<u>Price with Sourcewell Discount</u>		\$139,173.00
Freight (\$7,143.00 List Each, 5% Discount)		\$6,786.00
Startup, and 2 hour load test at Ring Power (\$4,332.00 List Each, 5% Discount)		\$4,115.00
Customer Training – 1 Technician Day (\$6,817.00 List Each, 5% Discount)		\$6,476.00
<u>Total net price for above</u>		\$156,550.00
Clarifications: -Pricing provided without written specifications, with noted clarifications. Equipment provided as a part of this proposal will be limited to the BOM above. Equipment or services not specifically listed above will not be provided as part of this quotation. -All labor to be performed during normal working hours 8am-5pm Monday-Friday, afterhours labor at additional cost -Pricing does not include any tag and title fees. -The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof. The Seller has provided product lead times based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change without notice and due to reasons that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof.		

Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to City of Treasure Island for this sale.

Notes:

1. The above price includes start-up, testing, and customer training.
2. No installation, labor, conduit, wire, equipment off loading, anchor bolts, pad, or fuel piping is included
3. No sales tax included
4. No audio or video recording of training permitted.
5. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
6. Ring Power will be supplying equipment as described in the attached documentation.
7. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your equipment needs.

Allyson Keeny

Allyson Keeny

Ring Power Systems, Generator Sales Central Florida,
813 671 3700 Office – 813 671 2957 Fax – 813 299 5086 Cell
Allyson.keeny@ringpower.com

EQUIPMENT SHARING INTERLOCAL AGREEMENT

This Equipment Sharing Interlocal Agreement (“Agreement”) is made and entered into as of this 1st day of November, 2021, (“Effective Date”) by the CITY OF ST. PETE BEACH and the CITY OF TREASURE ISLAND to establish shared equipment resources. The City of St. Pete Beach and the City of Treasure Island shall be referred to collectively as the “Parties.”

WHEREAS, this Agreement is made and entered between the Parties pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, Section 163.01(2), Florida Statutes, permits “local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and”

WHEREAS, the City of St. Pete Beach desires to ensure “an optimal quality of life for its community” and the City of Treasure Island desires to be “good fiscal and environmental stewards of our community, while providing responsive, high-quality public services” as set forth in their respective Vision and Mission Statements; and

WHEREAS, the Parties are neighboring small coastal communities, with the City of Treasure Island having a population of approximately 6,705 residents and the City of St. Pete Beach having a population of approximately 9,587 residents; and

WHEREAS, the Parties have many of the same needs as larger municipalities, but significantly fewer resources; and

WHEREAS, the Parties desire to pool their resources to be able to purchase equipment that will serve public projects in both jurisdictions; and

WHEREAS, one Party has certain equipment that it is willing to share with the other Party for its use on public projects within its jurisdiction; and

WHEREAS, the Parties desire to join together in this Agreement to provide optimal community services in the most effective and efficient manner possible.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the mutual advantages to be realized by the Parties, the City of St. Pete Beach and the City of Treasure Island agree as follows:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Scope of Services. The purpose of this Agreement is to gain the benefits of owning equipment that might exceed what each City could afford or fully utilize individually. Both Parties will benefit from the purchase of, refurbishing of, or sharing of equipment, including but not limited to, a thermostripping machine, beach clean-up equipment, barge, and vacuum truck.
3. Effective Date and Term of Agreement. This Agreement will be effective upon full execution and will remain in effect for a period of five (5) years. This Agreement will automatically renew for a second five (5) year term, unless one of the Parties provides the other party written notice of its intent not to renew.
4. Equipment Purchase, Cost Sharing, and Usage. The City Manager, or designee, of each City shall agree in writing to the specific equipment to be purchased, refurbished, or shared with the appropriate authorization granted, the amount each City will contribute to the total cost and timing of that contribution, the specific responsibilities of each City for claiming, tracking and reporting the asset, training, maintenance, and storage of the equipment, the availability of the equipment to each City for ongoing use, the amount of insurance and payment of such insurance if needed, and the responsibility of each City for the disposition of the equipment at the end of its useful life ("City Manager Equipment Agreement"). It is anticipated that each City will operate the purchased, refurbished or shared equipment when the equipment is being used in its jurisdiction, unless otherwise specified by the City Manager. Before the disposition of any equipment purchased, refurbished or shared under this Agreement, the Party seeking disposition shall offer the equipment to the other Party for donation or sale depending on the reasonable value of the equipment at the time of disposition.
5. Additional Equipment Purchase. The City Manager, or designee, of each City may add additional equipment purchases to this Agreement as long as the purchases are mutually agreed upon by both Parties in writing and appropriate purchase authorization has been granted. These additional purchases shall be consistent with each City Manager's or designee's, spending authorization or approved funding of their respective City's budget.
6. Compliance with Laws and Indemnification. Both Parties agree to comply with all federal, state, and other applicable laws relating to the employees, including, but not limited to Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, Chapter 447 and 760, and ss. 112.3187, 440.105, and 440.205, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in F.S. § 768.28 by either the City of Treasure Island or the City of St. Pete Beach. Nothing herein shall be constructed as consent by either the City of Treasure Island or the City of St. Pete Beach to be sued by third parties in any manner arising out of this Agreement.

7. Amendments. This document and its 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 shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties. The respective City Managers of both Parties, through mutual consent and in writing, may amend the City Manager Equipment Agreement for each piece of equipment purchased, refurbished, or shared through this Agreement. Except as otherwise provided herein, this Agreement may be amended or modified only in writing signed by all Parties hereto.
8. Termination. The respective City Manager of either party may terminate the ongoing ownership of specific equipment purchased, refurbished, or shared through this Agreement by submitting their intent to terminate with ninety (90) days written notice to the other City Manager, while keeping the Agreement in place for other shared equipment, if applicable. The City Managers shall agree to payout for the purchased, refurbished, or shared equipment and the timing of that payout and transfer full ownership of such equipment to the specified Party upon termination.
9. Filing of Agreement. This Agreement will be filed with the Clerk of the Circuit Court, as provided in Section 163.01 (11), Florida Statutes.
10. Notices. 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 the City of Treasure Island:

City Manager
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

With Copy To:

jcowan@mytreasureisland.org

As to the City of St. Pete Beach:

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

With Copy To:

cityattorney@stpetebeach.org

Either party may provide notice of a change of address or email to the other party and the change of address or email notice is effective upon receipt.

11. Conflicts and Severability. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.
12. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed

according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida. 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.

13. Assignment. This Agreement shall be binding upon the Parties, their successors, assignees, and legal representatives. Neither party shall assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the Parties.
14. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned, and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
15. Public Records. This Agreement and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

[SIGNATURE PAGE TO FOLLOW]

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

City of Treasure Island:

Signature: _____

By: Amy Davis

Its: City Manager

Date: _____

ATTEST:

Ruth Nickerson
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jennifer Cowan
City Attorney

City of St. Pete Beach:

Signature: _____

By: Alex Rey

Its: City Manager

Date: 10 / 2 / 21

ATTEST:

Amber LaRowe
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Andrew Dickman
City Attorney

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

City of Treasure Island:

Signature: 

By: Amy Davis

Its: City Manager

Date: 10/20/2021

ATTEST:


Ruth Nickerson
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Jennifer Cowan
City Attorney

City of St. Pete Beach:

Signature: _____

By: Alex Rey

Its: City Manager

Date: _____

ATTEST:

Amber LaRowe
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Andrew Dickman
City Attorney

St. Pete Beach City Commission Agenda Report

Action Request: Request authorization of expenditures in the amount of \$490,226 with Kamminga & Roodvoets, Inc. for Emergency Valve Replacement.

Strategic Objective: Resiliency: Infrastructure

Date: February 28, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City Commission's approved on January 11, 2022 proceeding with the emergency repair cost estimate from Rowland, Inc. However, it was later determined that the intended method to install a line stop on this section of main to isolate the vault was not feasible due to the highly degraded condition of the City's 24" Cast Iron force main upstream of the Valve Vault.

The City then requested a design modification to the plans from Kimley-Horn to replace all 93 linear feet of this section of failing force main. Replacing this failing section of main with new pipe will allow the City to repair and replace the necessary components of the valve vault as well as remove a pipe from service that has a high likelihood and consequence of failure.

This redesign has been completed, and a revised scope of work was proposed by Rowland, Inc. in the amount of \$657,943 to complete the project, which exceeded the original proposal by \$220,540.50.

Based on the magnitude of the change, City administration provided direction to evaluate other options. Informal cost estimates from three qualified firms were solicited to confirm that the work was done as cost effectively as possible.

The cost estimates were as follows:

- | | |
|---------------------------------|--------------|
| 1. Rowland Inc. | \$657,943.00 |
| 2. Kamminga and Roodvoets, Inc. | \$490,226.00 |
| 3. Metro Equipment Service | \$599,750.80 |

The estimate from Kamminga & Roodvoets (K&R) is the lowest.

Although a formal bid was not conducted, I recommend proceeding with authorizing K&R to make the repairs to prevent further discharge of untreated wastewater from this location and under section 2-286(d) of the Code of Ordinances, waiving the requirements of the procurement ordinance.

Funding:

Fund: Wastewater
Account: 101.6107.535.5620
Available Budget: \$337,938.04

The difference of \$152,287.96 will be transferred from available balance in the Wastewater Fund force main program.

Attachments:

Bid from Kamminga & Roodvoets, Inc.
Bid Summary
Emergency Valve Replacement Plans

**Reviewed by the
City Manager:**

**BID FORM
CITY OF ST PETE BEACH
EMERGENCY VALVE REPLACEMENT**

ITEM	DESCRIPTION	QUANTITY		BID UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00
2	Maintenance of Traffic	1	LS	\$ 28,400.00	\$ 28,400.00
3	Erosion and Sediment Control	1	LS	\$ 15,000.00	\$ 15,000.00
4	As-Builts	1	LS	\$ 5,000.00	\$ 5,000.00
5	24" DI Fitting - 90 Degree	1	EA	\$ 7,000.00	\$ 7,000.00
6	24"x 20" DI Reducer	1	EA	\$ 5,700.00	\$ 5,700.00
7	20" Plug Valve	1	EA	\$ 36,000.00	\$ 36,000.00
8	20" DIP Pressure Class 200 Including Excavation, Restraints, and Dewatering	17	LF	\$ 900.00	\$ 15,300.00
9	24" PVC C900-16 DR 18 Including Excavation, Restraints, and Dewatering	93	LF	\$ 675.00	\$ 62,775.00
10	Locate Existing Line Stop and Install Flow Through Assembly In The Existing Line Stop	3	EA	\$ 22,000.00	\$ 66,000.00
11	Temporary Bypass Piping Including Installation and Removal	1	LS	\$ 43,850.00	\$ 43,850.00
12	Remove Existing 20" Force Main - Including the Removal of The Existing 20" Check Valve	17	LF	\$ 20.00	\$ 340.00
13	Remove Existing 24" Force Main - Including the Removal of The Existing 24"X20" Reducer and Saddle With 2" Discharge Pipe	93	LF	\$ 20.00	\$ 1,860.00
14	Pavement Repair and Road Restoration - Subgrade, Base, and Asphalt	60	SY	\$ 400.00	\$ 24,000.00
15	Pavement Repair and Road Restoration - Mill and Resurface (Including Striping)	155	SY	\$ 129.00	\$ 19,995.00
16	Concrete/Sidewalk Restoration	95	SY	\$ 122.00	\$ 11,590.00
17	Curb Restoration	30	LF	\$ 121.00	\$ 3,630.00
18	Sod Restoration	80	SY	\$ 34.00	\$ 2,720.00
19	Landscaping & Miscellaneous Site Clean-Up	1	LS	\$ 21,500.00	\$ 21,500.00
SUBTOTAL					\$ 445,660.00
CONTINGENCY (10%)					\$ 44,566.00
TOTAL					\$ 490,226.00

BID SUMMARY CITY OF ST PETE BEACH EMERGENCY VALVE REPLACEMENT				KAMMINGA & ROODVOETS, INCORPORATED		ROWLAND, INCORPORATED (TIME AND MATERIAL CONTRACT)		METRO EQUIPMENT SERVICE	
ITEM	DESCRIPTION	QUANTITY		BID UNIT PRICE	AMOUNT	BID UNIT PRICE	AMOUNT	BID UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$75,000.00	\$75,000.00	N/A	N/A	\$80,000.00	\$80,000.00
2	Maintenance of Traffic	1	LS	\$28,400.00	\$28,400.00	N/A	N/A	\$57,000.00	\$57,000.00
3	Erosion and Sediment Control	1	LS	\$15,000.00	\$15,000.00	N/A	N/A	\$1,000.00	\$1,000.00
4	As-Builts	1	LS	\$5,000.00	\$5,000.00	N/A	N/A	\$12,000.00	\$12,000.00
5	24" DI Fitting - 90 Degree	1	EA	\$7,000.00	\$7,000.00	N/A	N/A	\$7,800.00	\$7,800.00
6	24"x 20" DI Reducer	1	EA	\$5,700.00	\$5,700.00	N/A	N/A	\$6,500.00	\$6,500.00
7	20" Plug Valve	1	EA	\$36,000.00	\$36,000.00	N/A	N/A	\$19,000.00	\$19,000.00
8	20" DIP Pressure Class 200 Including Excavation, Restraints, and Dewatering	17	LF	\$900.00	\$15,300.00	N/A	N/A	\$290.00	\$4,930.00
9	24" PVC C900-16 DR 18 Including Excavation, Restraints, and Dewatering	93	LF	\$675.00	\$62,775.00	N/A	N/A	\$325.00	\$30,225.00
10	Locate Existing Line Stop and Install Flow Through Assembly In The Existing Line Stop	3	EA	\$22,000.00	\$66,000.00	N/A	N/A	\$20,000.00	\$60,000.00
11	Temporary Bypass Piping Including Installation and Removal	1	LS	\$43,850.00	\$43,850.00	N/A	N/A	\$217,000.00	\$217,000.00
12	Remove Existing 20" Force Main - Including the Removal of The Existing 20" Check Valve	17	LF	\$20.00	\$340.00	N/A	N/A	\$8.00	\$136.00
13	Remove Existing 24" Force Main - Including the Removal of The Existing 24"X20" Reducer and Saddle With 2" Discharge Pipe	93	LF	\$20.00	\$1,860.00	N/A	N/A	\$9.00	\$837.00
14	Pavement Repair and Road Restoration - Subgrade, Base, and Asphalt	60	SY	\$400.00	\$24,000.00	N/A	N/A	\$200.00	\$12,000.00
15	Pavement Repair and Road Restoration - Mill and Resurface (Including Striping)	155	SY	\$129.00	\$19,995.00	N/A	N/A	\$120.00	\$18,600.00
16	Concrete/Sidewalk Restoration	95	SY	\$122.00	\$11,590.00	N/A	N/A	\$120.00	\$11,400.00
17	Curb Restoration	30	LF	\$121.00	\$3,630.00	N/A	N/A	\$40.00	\$1,200.00
18	Sod Restoration	80	SY	\$34.00	\$2,720.00	N/A	N/A	\$20.00	\$1,600.00
19	Landscaping & Miscellaneous Site Clean-Up	1	LS	\$21,500.00	\$21,500.00	N/A	N/A	\$4,000.00	\$4,000.00
SUBTOTAL					\$445,660.00	N/A	\$598,130.00	N/A	\$545,228.00
CONTINGENCY (10%)					\$44,566.00	N/A	\$59,813.00	N/A	\$54,522.80
TOTAL					\$490,226.00	N/A	\$657,943.00	N/A	\$599,750.80

EMERGENCY VALVE REPLACEMENT

PREPARED FOR

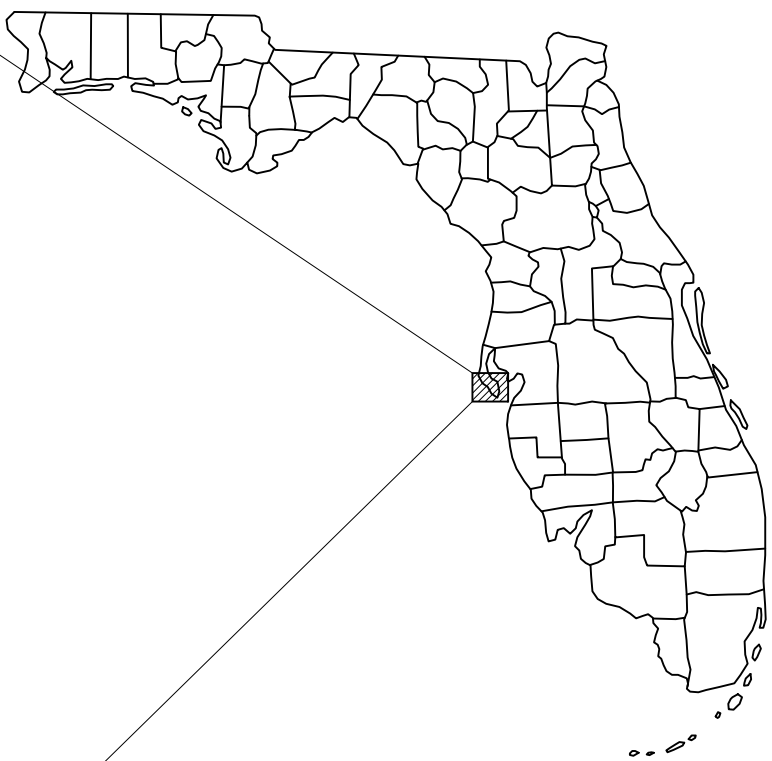
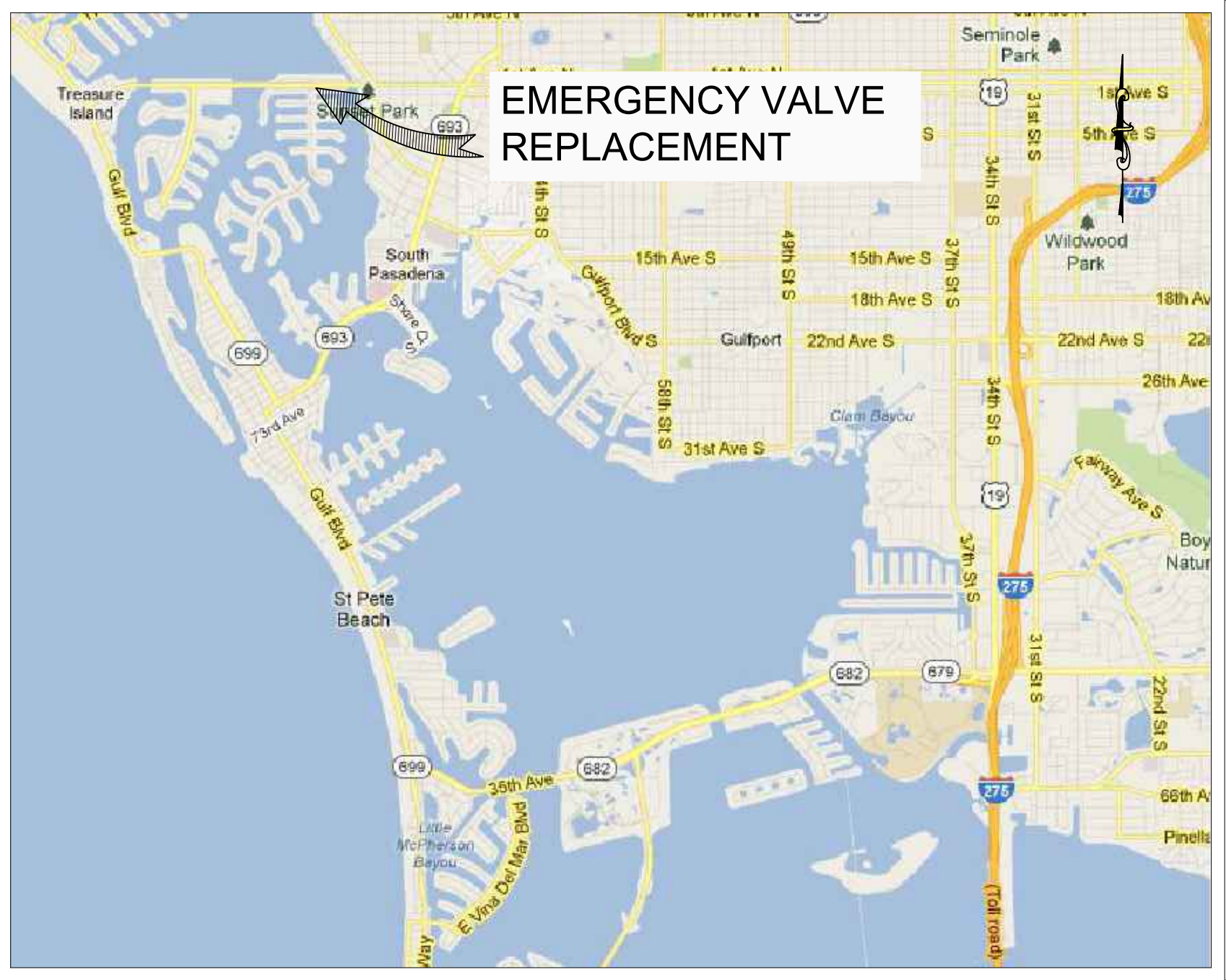
CITY OF ST. PETE BEACH, FLORIDA

JANUARY 2023

BID SET



SITE LOCATION
SE CORNER OF:
79TH ST N AND TREASURE
ISLAND CAUSEWAY



PROJECT VICINITY MAP

PREPARED BY
Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
200 CENTRAL AVENUE, SUITE 600
ST. PETERSBURG, FL 33701
PHONE (727) 547-3888
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

SHELBY N. HUGHES, P.E.
No. 86419

GENERAL

1. THE CONTRACTOR SHALL CONTACT MR. BRETT WARNER, PUBLIC SERVICES DEPARTMENT (727) 363-9254 TO COORDINATE THE CONNECTION TO THE EXISTING FORCE MAIN.
2. THE CONTRACTOR MUST MAINTAIN SOUND LEVELS BELOW THE LIMITATIONS SET IN ARTICLE IV SECTION 46-132 OF THE CITY OF ST. PETE BEACH'S CODE OF ORDINANCES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS AND ALL GOVERNING FEDERAL, STATE, AND LOCAL AGENCIES. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS THAT ARE NOT PROVIDED IN THE BID DOCUMENTS, AT NO ADDITIONAL COST TO THE OWNER.
4. THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATION THEY MAY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
5. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY ARISE DURING CONSTRUCTION. SHOULD DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO OBTAIN THE ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH CONSTRUCTION. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
6. AT LEAST 2 FULL BUSINESS DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA AT 1-800-432-4770 OR THE NATIONAL 811 ONE CALL NUMBER WHEN APPLICABLE FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITIES FOR THE POSSIBLE RELOCATION OR THE TEMPORARY MOVEMENT OF ANY EXISTING UTILITIES WITHIN THE RIGHTS-OF-WAY.
7. THE CONTRACTOR SHALL INCLUDE IN HIS BID-BY-PASS PUMPING FACILITIES, PUMPS, FITTINGS, LABOR, ETC. AS NECESSARY, BASED ON METHOD AND SEQUENCE OF CONSTRUCTION TO COMPLETE ALL WORK WHILE MAINTAINING SEWER SERVICE OPERATIONS AT ALL TIMES.
8. THE CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER A DETAILED BYPASS PLAN FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
9. THE CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER WITH A DETAILED CONSTRUCTION PHASING PLAN FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
10. THE CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER A DETAILED DEWATERING PLAN FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
11. THE CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER A DETAILED HURRICANE PREPAREDNESS PLAN FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
12. THE CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO THE ENGINEER FOR REVIEW OF ALL PIPE CONNECTIONS, TRANSITIONS, AND SPECIAL APPURTENANCES PRIOR TO FABRICATION OR DELIVERY TO THE JOB SITE.
13. SANITARY SEWERS AND FORCE MAINS CROSSING OVER OR UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18" BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER OR FORCE MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN 10" BETWEEN ANY TWO JOINTS. AS AN ALTERNATIVE, THE SEWER OR FORCE MAIN MAY BE PLACED IN A WATERTIGHT CASING PIPE.

SAFETY

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT, 90-96, LAWS OF FLORIDA EFFECTIVE OCTOBER 1, 1990 AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS, 29 CFR 1926.850, SUBPART C, AS AMENDED. THE CONTRACTOR SHALL INCLUDE IN THE TOTAL BID PRICE ALL COSTS FOR COMPLIANCE WITH THESE REGULATIONS.
2. THE CONTRACTOR SHALL USE SHEET PILING, SHEETING, BRACING, ETC., AS REQUIRED IN ALL EXCAVATION AREAS AND CONFORM TO ALL OSHA REQUIREMENTS.
3. THE CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND UTILITIES, POWER LINES, ETC.
4. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THIS EXCLUSION DOES NOT ALLEVIATE THE CONTRACTOR FOR PROVIDING A CONTINUOUS SAFE WORKSPACE.

ENVIRONMENTAL

1. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY STORM WATER, EROSION, AND SEDIMENTATION CONTROL MEASURES IN ACCORDANCE WITH THE FDEP "FLORIDA STORM WATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL." IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT TO SURFACE DRAINS AND TO DITCHES DURING CONSTRUCTION.
2. STOCKPILES SHALL BE PROTECTED AT ALL TIMES BY ON-SITE DRAINAGE CONTROLS WHICH PREVENT EROSION OF THE STOCKPILED MATERIAL. CONTROL OF DUST FROM SUCH STOCKPILES IS REQUIRED, DEPENDING UPON THEIR LOCATION AND THE EXPECTED LENGTH OF TIME THE STOCKPILES WILL BE PRESENT. IN NO CASE SHALL ANY STOCKPILED MATERIAL REMAIN AFTER THIRTY (30) CALENDAR DAYS.
3. STORM WATER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES SO, STONE, ETC., WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS, AND WHICH MUST BE APPROVED BY THE ENGINEER BEFORE INSTALLATION. THIS WILL BE MAINTAINED TO PREVENT DEGRADATION OF THE WATERS OF THE COUNTY AND STATE.
4. SEDIMENT BASINS AND TRAPS, PERIMETER BERMS, SEDIMENT BARRIERS, VEGETATIVE BUFFERS, AND OTHER MEASURES INTENDED TO TRAP SEDIMENT AND PREVENT THEIR TRANSPORT OF SEDIMENT ONTO ADJACENT PROPERTIES, OR INTO EXISTING BODIES OF WATER, MUST BE INSTALLED, CONSTRUCTED, OR IN THE CASE OF VEGETATIVE BUFFERS, PROTECTED FROM DISTURBANCE, AS A PART OF THE LAND ALTERATION PROCESS. SUCH SYSTEMS SHALL BE FULLY OPERATIVE BEFORE ANY OTHER DISTURBANCE OF THE SITE BEGINS. EARTHEN STRUCTURES INCLUDING BUT NOT LIMITED TO BERMS, EARTH FILTERS, DAMS OR DIKES SHALL BE STABILIZED AND PROTECTED FROM DRAINAGE DAMAGE OR EROSION WITHIN ONE (1) WEEK OF INSTALLATION.
5. ALL SWALES, DITCHES, AND CHANNELS LEADING FROM THE SITE SHALL BE PROTECTED FROM SILTATION AND EROSION DURING CONSTRUCTION AND BE SODDED WITHIN THREE (3) DAYS OF EXCAVATION.
6. SOIL DISPLACED BY CONSTRUCTION WILL BE REMOVED. EROSION CONTROL SHALL BE IMPLEMENTED IN AREAS WHICH ARE CONSIDERED ENVIRONMENTALLY SENSITIVE. EROSION CONTROL SYSTEMS SHALL BE REQUIRED FOR ALL WORK WITHIN JURISDICTIONAL AREAS. THESE SYSTEMS MAY INCLUDE STAKED HAY BALES, SILT SCREENS, FILTER FABRIC, AND TURBIDITY SCREENS.
7. ALL EROSION AND POLLUTION CONTROL DEVICES SHALL BE CHECKED REGULARLY, ESPECIALLY AFTER EACH RAINFALL AND SHALL BE CLEANED OUT AND/OR REPAIRED AS REQUIRED.
8. THE CONTRACTOR SHALL NOT ENTER UPON OR IN ANY WAY ALTER WETLAND AREAS THAT MAY BE ON OR NEAR THE CONSTRUCTION SITE. ALL WORK IN THE VICINITY OF OPEN WATER AND/OR WETLANDS IS TO BE PERFORMED IN COMPLIANCE WITH THE ENVIRONMENTAL REGULATIONS AND/OR PERMITS FOR THE SITE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY FINES RESULTING FROM HIS VIOLATION OF ANY REGULATIONS OR PERMIT CONDITIONS.
9. CONTRACTOR SHALL PROVIDE PROTECTIVE MATTING, FUEL CONTAINMENT AND ALL OTHER MATERIALS, EQUIPMENT AND LABOR TO PROTECT THE STAGING AREA DURING CONSTRUCTION.

RIGHT-OF-WAY

1. ALL CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO WITHIN TREASURE ISLAND/PINELLAS COUNTY RIGHT-OF-WAY AND/OR EASEMENTS SHOWN ON THE DRAWINGS.
2. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO REFERENCE AND RESTORE PROPERTY CORNER MONUMENTS, PINS, AND LANDMARKS THAT MAY BE DISTURBED BY CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR, PRIOR TO CONSTRUCTION AND RESTRICTING ANY TRAFFIC, MUST OBTAIN A RIGHTS-OF-WAY USE PERMIT AND A TRAFFIC CONTROL PLAN. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM OTHER GOVERNMENTAL AGENCIES HAVING RELEVANT JURISDICTION. ALL MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION "MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES". A TRAFFIC CONTROL PLAN SHALL BE SUPPLIED BY THE CONTRACTOR AT THE PRE-CONSTRUCTION MEETING.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL DAMAGED STORM WATER STRUCTURES, PIPING, ENTRANCE PIPE AND HEADWALLS WHETHER SHOWN ON THE PLANS OR NOT. THE HEADWALLS SHALL BE REPLACED IN ACCORDANCE WITH F.D.O.T. STANDARDS.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH IN THE FIELD THE RIGHT-OF-WAY LINES, BASE LINES, BENCH MARKS (ELEV.), CENTER LINES, AND STATIONING AS REQUIRED TO CONSTRUCT THIS PROJECT.
6. THE CONTRACTOR SHALL COORDINATE THE CUTTING OF DRIVEWAYS WITH THE PROPERTY OWNER PRIOR TO CUT. ALL DRIVEWAYS WILL BE IN PASSABLE CONDITION AT THE END OF THE WORK DAY AND FULLY RESTORED.
7. A RIGHT OF ENTRY AGREEMENT SHALL BE OBTAINED BY THE PROJECT MANAGER FROM THE PROPERTY OWNER BEFORE ANY DRIVEWAY CONSTRUCTION WORK IS DONE OUTSIDE OF THE RIGHT-OF-WAY OR EASEMENT.

UTILITIES

1. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC. WHICH ARE WITHIN THE PROJECT AREA AND WHICH HAVE NOT BEEN SHOWN ON THESE PLANS OR WHICH MAY BE LOCATED AT OTHER LOCATIONS. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES STRUCTURES AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE PLANS) THAT MAY AFFECT HIS WORK. ALL EXISTING UTILITIES TO BE EXTENDED, CROSSED OR CONNECTION POINTS SHALL BE EXPOSED PRIOR TO CONSTRUCTION TO VERIFY LOCATION AND ELEVATION. ANY DISCREPANCIES OR CONFLICTS FOUND SHALL BE BROUGHT TO THE ENGINEERS ATTENTION FOR RESOLUTION.
2. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, WATER AND SEWER LINES, STORM DRAINS, UTILITIES, DRIVEWAYS, SIDEWALKS, SIGNS, MAIL BOXES, FENCES, TREES, LANDSCAPING, AND ANY OTHER IMPROVEMENT OR FACILITY IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DAMAGED ITEM DUE TO HIS CONSTRUCTION.

ACTIVITIES TO EQUAL OR BETTER THAN PRE-CONSTRUCTION CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.

3. THE CONTRACTOR SHALL USE APPROPRIATE TECHNIQUES, AS APPROVED, RECOMMENDED OR OFFERED BY FLORIDA POWER AND LIGHT TO PREVENT UNDERMINING OF POWER POLES DURING CONSTRUCTION. IF HOLDING OF POWER POLES IS RECOMMENDED OR REQUIRED BY THE UTILITY, THE CONTRACTOR SHALL COORDINATE THIS ACTIVITY WITH THE UTILITY AND BEAR ALL RELATED COSTS.
4. ANY TEMPORARY SHUTDOWNS FOR MODIFICATIONS OF EXISTING UTILITY SYSTEMS THAT MUST REMAIN IN SERVICE DURING CONSTRUCTION SHALL BE KEPT TO A MINIMUM AND SHALL BE COORDINATED WITH AND APPROVED BY THE CITY OF ST. PETE BEACH'S CITY OF TREASURE ISLAND UTILITY OPERATIONS DEPARTMENT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. IT IS NOTED THAT TEMPORARY SHUTDOWNS MAY BE RESTRICTED TO CERTAIN HOURS AT ANY TIME OF THE DAY OR NIGHT AND WILL BE COMPLETED AT NO ADDITIONAL COST TO THE OWNER.
5. FOR WORK BEING DONE ON EXISTING SANITARY SEWER LINES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE FLOW OF ALL SEWAGE DURING CONSTRUCTION, WHICH MAY REQUIRE BY-PASS PUMPING AND/OR PUMPER TRUCKS. THE CONTRACTOR SHALL SUBMIT A DETAILED BY-PASS PUMPING PLAN.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES SHOWN ON THE COVER SHEET.
7. ALL BELOW GROUND DUCTILE IRON PIPE AND FITTINGS SHALL BE ENCASED IN A POLYETHYLENE WRAP IN ACCORDANCE WITH AWWA STANDARDS C105/A21.5.
8. ALL VALVE BOX COVERS SHALL BE PAINTED TO INDICATE THEIR TYPE OF SERVICE.
9. ALL TEST POINT TAPPING SHALL BE CUT LOOSE FROM THE CORPORATION STOP AND COMPLETELY REMOVED AND DISPOSED OF BY THE CONTRACTOR PRIOR TO FINAL ACCEPTANCE. THE CORPORATION STOP SHALL BE CAPPED AND REMAIN IN PLACE.
10. ALL PVC FORCE MAIN PIPE SHALL BE C-900-16 DR 18 PIPE. PIPE MUST HAVE A MINIMUM COVER OF 3' FROM TOP OF PIPE TO FINISHED GRADE.
11. LOCATING WIRE SHALL BE INSTALLED DIRECTLY ON TOP OF THE PIPE (NO MORE THAN 6" ABOVE TOP OF PIPE) CONTINUOUSLY WITHOUT GAPS BETWEEN ENDS OVER THE ENTIRE LENGTH OF PIPE AND FITTINGS WITH WIRE THROUGH VALVE BOXES.

RESTORATION

1. ALL RESTORATION WORK PERFORMED THROUGHOUT THE PROJECT SHALL CONFORM TO EXISTING LINES AND GRADES UNLESS SHOWN OTHERWISE.
2. ALL DISTURBED GRASSED AREAS SHALL BE SODDED OR SEEDDED UNLESS OTHERWISE INDICATED. THE TYPE OF SOD USED TO REPLACE OWNER MAINTAINED AREAS IN RIGHT-OF-WAY SHALL BE COORDINATED WITH THE PROPERTY OWNER.
3. ALL CONCRETE THRUST BLOCKS INSTALLED FOR TESTING PURPOSES AND NOT REQUIRED FOR THE OPERATION OF THE PIPELINE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR, PRIOR TO FINAL ACCEPTANCE, AT NO ADDITIONAL COST TO THE OWNER.
4. ASPHALT AND/OR CONCRETE DRIVES THAT ARE CUT SHALL BE RESTORED PER SPECIFICATIONS AND/OR DETAILS.
5. WHENEVER A PERMANENT ROADWAY SURFACE IS NOT PLACED IMMEDIATELY AFTER BACKFILLING AND COMPACTION OF THE NEWLY INSTALLED PIPE LINE IN AREAS WHERE TRAFFIC MUST PASS, THE CONTRACTOR SHALL INSTALL A TEMPORARY SURFACE CONSISTING OF NINE INCHES OF COMPACTED LINE ROCK BASE AND A COAT OF ASPHALT EMULSION. PERMANENT ROADWAY REPAIR SHALL BE PERFORMED A MAXIMUM OF TWENTY-ONE CALENDAR DAYS AFTER THE INITIAL OPEN CUTTING.
6. RESTORATION OF CURBS, DRIVEWAYS, SIDEWALKS, AND PLACEMENT OF SOD SHALL BE COMPLETED WITHIN FORTY-FIVE CALENDAR DAYS OF INITIAL DISTURBANCE, OR TWENTY-ONE CALENDAR DAYS OF SUBSTANTIAL COMPLETION, WHICHEVER OCCURS FIRST.
7. ALL EXISTING FENCES DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED AND REINSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER UNLESS SHOWN TO BE REMOVED ON CONSTRUCTION PLANS.

CONSTRUCTION

1. THE EXHAUST SYSTEM OF ALL GASOLINE AND DIESEL ENGINES SHALL BE EQUIPPED WITH MUFFLERS THAT MEET THE EQUIPMENT MANUFACTURER'S REQUIREMENTS FOR NOISE SUPPRESSION. THE CONTRACTOR SHALL INSTALL NOISE ABATEMENT Baffles POSITIONED TO BREAK LINE-OF-SITE FROM THE NOISE SOURCE TO AFFECTED RESIDENCES, AS APPROVED BY THE ENGINEER.
2. NO MATERIAL SHALL BE STOCKPILED IN ROADWAYS. ALL DIRT AND DEBRIS SHALL BE REMOVED FROM THE JOB SITE DAILY. ROADS SHALL BE SWEEPED DAILY AS PART OF DAILY CLEAN UP.
3. THE CONTRACTOR IS TO CONTROL ALL FUGITIVE DUST ORIGINATING ON THIS PROJECT BY WATERING OR OTHER METHODS AS REQUIRED.
4. INGRESS AND EGRESS TO ALL THE PROPERTIES IN THE CONSTRUCTION AREA SHALL BE MAINTAINED AT ALL TIMES.
5. PRIOR APPROVAL WILL BE REQUIRED FOR REMOVAL OF ANY TREE WITHIN THE CONSTRUCTION AREA.
6. THE CONTRACTOR SHALL PROVIDE ALL DEWATERING EQUIPMENT NECESSARY TO KEEP ALL EXCAVATIONS DRY. DEWATERING IS REQUIRED TO 18" BELOW TRENCH BOTTOM.
7. ALL PIPING AND FITTINGS USED ON THIS PROJECT SHALL BE AS NOTED ON THE PLANS AND IN THE CONTRACT DOCUMENT AND SHALL BE INSTALLED TO THE LINES AND GRADES SHOWN ON THE PLANS AND PROFILES.
8. ALL PIPE AND FITTINGS SHALL BE INSTALLED AS RECOMMENDED BY THE MANUFACTURER AND ALL PIPE JOINTS SHALL BE RESTRAINED.
9. ALL FITTINGS FOR PRESSURE CLASS-RATED PIPE SHALL BE RESTRAINED DUCTILE IRON & POLY WRAPPED. RESTRAINED LENGTHS OF PIPE SHALL ADHERE TO THE REQUIREMENTS AS SHOWN ON THE DETAIL SHEETS.
10. WHERE IT IS NECESSARY TO DEFLECT PIPE EITHER HORIZONTALLY OR VERTICALLY, PIPE DEFLECTION SHALL NOT EXCEED 75% OF THE MANUFACTURER'S MAXIMUM ALLOWABLE RECOMMENDED DEFLECTION.
11. ALL ROCKS OR STONES LARGER THAN SIX INCH DIAMETER SHALL BE REMOVED FROM THE BACKFILL MATERIAL. BACKFILL MATERIAL PLACED WITHIN ONE FOOT OF PIPING AND APPURTENANCES SHALL NOT CONTAIN ANY STONES LARGER THAN TWO INCH DIAMETER.
12. ALL NEW PIPE LINES SHALL BE PIG CLEANED (4" AND LARGER), FLUSHED, PRESSURE TESTED AND CERTIFIED PRIOR TO TIE-INS TO EXISTING FACILITIES. THE CONTRACTOR WILL BE ALLOWED TO USE TEMPORARY PLUGS FOR PIG CLEANING AND PRESSURE TESTING.
13. ALL TEST POINT PIPING SHALL BE CUT LOOSE FROM THE CORPORATION STOP AND COMPLETELY REMOVED AND DISPOSED OF BY THE CONTRACTOR PRIOR TO FINAL ACCEPTANCE. A CORPORATION STOP PLUG SHALL BE INSTALLED AND THE CORPORATION STOP SHALL REMAIN IN PLACE.
14. FIELD CONDITIONS MAY NECESSITATE MINOR ALIGNMENT AND GRADE DEVIATION OF THE PROPOSED UTILITIES TO AVOID OBSTACLES, AS ORDERED BY THE ENGINEER.

TRAFFIC CONTROL NOTES

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102 FOR MAINTENANCE OF TRAFFIC. DEVIATIONS FROM THE FDOT STANDARD PLANS INDEX REQUIRE A SIGNED AND SEALED MOT PLAN BE PROVIDED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION. TRAFFIC NEAR THE INTERSECTION SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT STANDARD INDEX 605 FOR MAINTENANCE OF TRAFFIC.
2. CONTRACTOR TO COORDINATE MOT FOR ALL CONCURRENT PROJECTS IN CONSTRUCTION WITHIN THE PROJECT AREA TO ENSURE CONFLICTS DURING OVERLAPPING MOT PLANS DO NOT OCCUR.
3. CONTRACTOR TO UTILIZE FDOT GENERAL USE PERMIT TO NOTIFY PUBLIC OF CONSTRUCTION ACTIVITY TO REDUCE THROUGH TRAFFIC. CONTRACTOR TO UPDATE TRAFFIC INFORMATION SERVICES (FL511) THROUGHOUT THE ENTIRE PROJECT.
4. CONTRACTOR TO COORDINATE WITH PINELLAS COUNTY SHERIFF'S OFFICE TO REDUCE UNLAWFUL USE OF ROADWAY DURING CONSTRUCTION.
5. ALL EXISTING PAVEMENT MARKINGS OUTSIDE THE CONSTRUCTION LIMITS THAT HAVE BEEN ALTERED BECAUSE OF CONSTRUCTION OPERATIONS SHALL BE REPLACED UPON THE COMPLETION OF THE PROJECT AT THE CONTRACTORS EXPENSE.
6. PEDESTRIANS, BICYCLES, AND WHEELCHAIRS:
AT THE END OF EACH WORKDAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE, ANY DROP-OFF ADJACENT TO A SIDEWALK SHALL BE BACKFILLED AT A SLOPE NOT TO EXCEED 1:4, OR SHALL BE PROTECTED IN ACCORDANCE WITH STANDARD PLANS INDEX 102 FOR MAINTENANCE OF TRAFFIC.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORMWATER FROM THE ROADWAYS UTILIZED FOR TRAFFIC CONTROL IN A MANNER APPROVED BY THE ENGINEER.
8. ONE PORTABLE VARIABLE MESSAGE SIGN SHALL BE USED IN ADVANCE OF EACH LANE CLOSURE. THE FOLLOWING ARE SUGGESTED MESSAGES TO USE IN THE APPROPRIATE SITUATIONS:
MESSAGE 1
"RIGHT" OR "CENTER" OR "LEFT"
"LANE" OR "LANE" OR "LANE"
"CLOSED" OR "CLOSED" OR "CLOSED"
9. AT THE END OF EACH WORKING DAY'S ACTIVITY, TEMPORARY PAVEMENT MARKINGS AND TEMPORARY RPM'S SHALL BE INSTALLED PRIOR TO OPENING THE LANES UP FOR TRAFFIC.
10. ALL PAVEMENT MARKINGS, SIGNS, MARKERS, CHANNELIZATION REQUIRED TO PHASE WORK OR SHIFT TRAFFIC, SHALL UTILIZE STANDARD PLAN INDICES FOR PLACEMENT.
11. THE CONTRACTOR SHALL RESTRICT THE OPERATIONS SO THAT THE FIRST LIFT OF ASPHALT IS PLACED ON THE SAME DAY THAT THE LANES ARE MILLED, BEFORE OPENING THE LANES TO TRAFFIC. INSTALL TEMPORARY PAVEMENT MARKINGS AFTER THE FIRST LIFT AND PRIOR TO OPENING.
12. THE CONTRACTOR IS RESPONSIBLE TO RETIME THE TRAFFIC SIGNALS WITHIN THE PROJECT LIMITS (INCLUDING LIMITS OF WORK ZONE TRAFFIC CONTROL) THAT ARE POTENTIALLY AFFECTED DURING VARIOUS PHASES OF CONSTRUCTION.

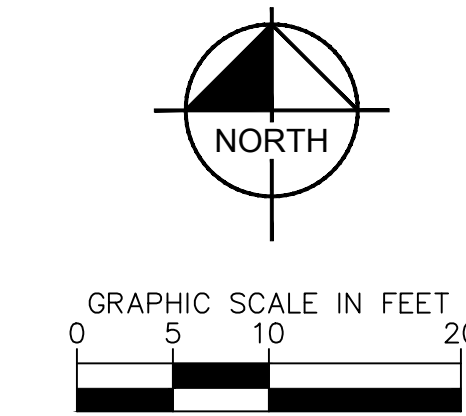
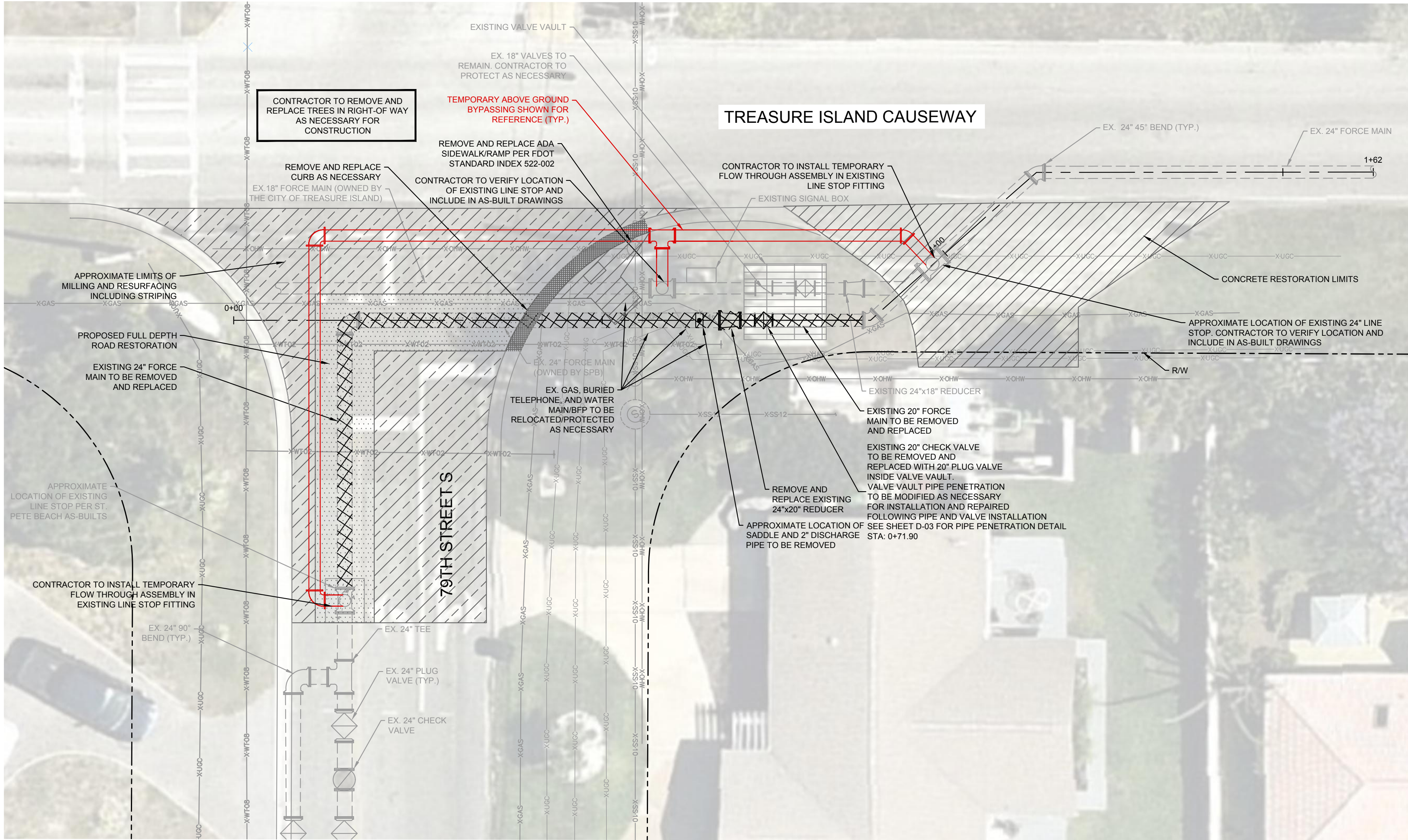
SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
G-01	COVERSHEET
G-02	GENERAL NOTES
C-01	PLAN AND PROFILE
D-01	DETAILS
D-02	DETAILS
D-03	DETAILS

<u>LEGEND</u>	
RIGHT-OF-WAY	-----
EXISTING FORCE MAIN	-----
EXISTING SANITARY SEWER	-----X SS 8-----X SS 8-----
EXISTING RECLAIM WATER	-----X RCW 04-----X RCW 04-----
EXISTING WATER MAIN	-----X WT 2-----X WT 2-----X WT 2-----
EXISTING OVERHEAD ELECTRIC	-----X OE-----X OE-----
EXISTING OVERHEAD TELEPHONE	-----X TEL-----X TEL-----
EXISTING UNDERGROUND CONDUIT	-----X UGC-----X UGC-----
PROPOSED FITTING (TYP.)	N 
EXISTING FITTINGS (TYP.)	

CITY OF ST. PETE BEACH EMERGENCY VAVLE REPLACEMENT		DATE JANUARY 2023		PINELAS COUNTY		FLORIDA	
SHEET NUMBER G-02		PROJECT NO. 148404073					
GENERAL NOTES							
SCALE		AS NOTED		DESIGN ENGINEER:			
DESIGNED BY		SNH		SHELBY N. HUGHES, P.E.			
DRAWN BY		KTM		FLORIDA REGISTRATION NUMBER:			
CHECKED BY		SAE		86419			
				DATE:			
Kimley»»Horn				© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 200 CENTRE DRIVE, SUITE 100 ST. PETERSBURG, FL 33701 PHONE: 727-547-3999 WWW.KIMLEY-HORN.COM Registry No. 696			
						No.	
						REVISIONS	
						DATE	
						BY	

GROUNDWATER / DEWATERING NOTE:
THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS.

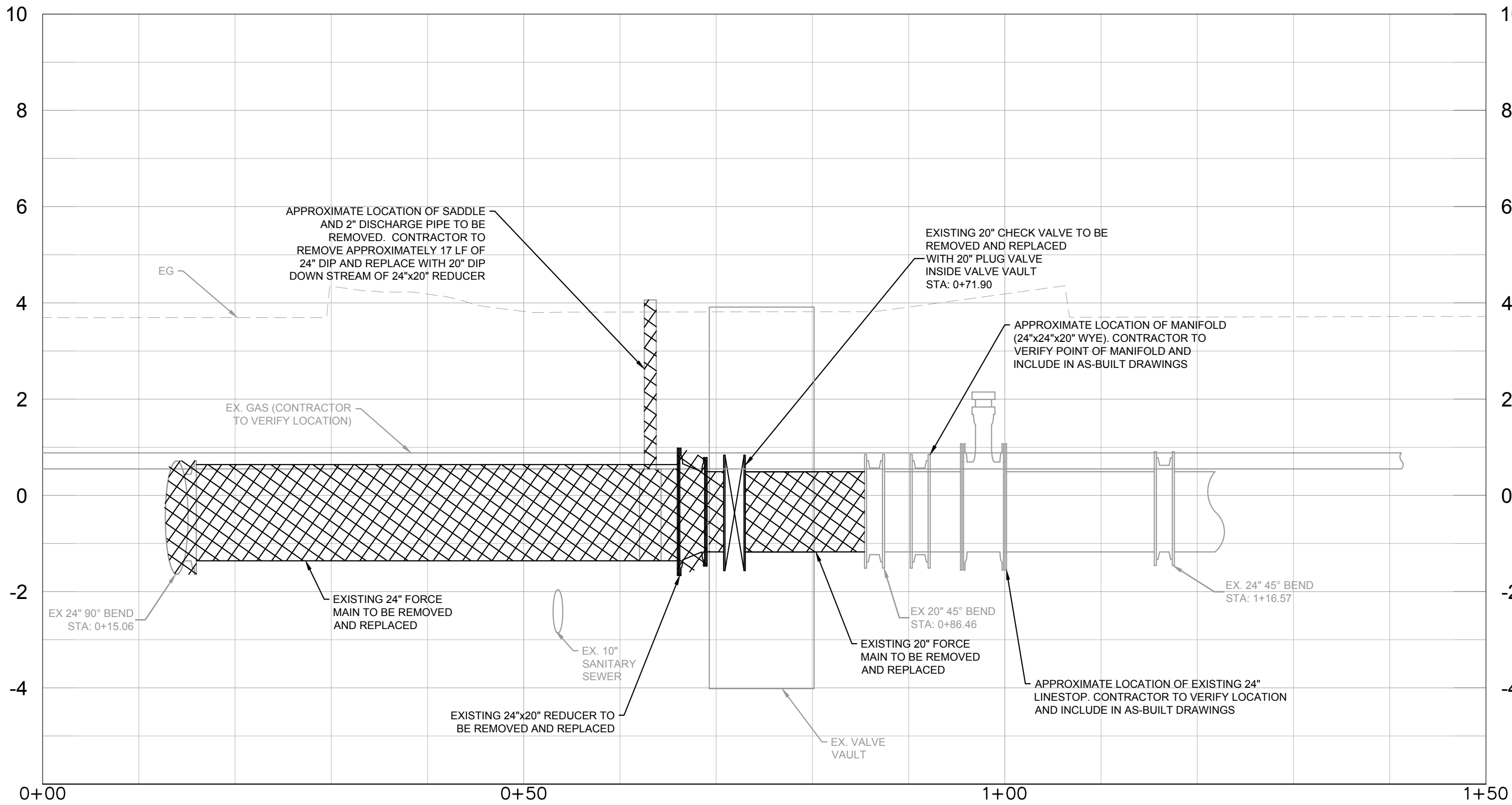




GENERAL NOTES:

1. CONTRACTOR SHALL EXCAVATE EXISTING 20" FORCE MAIN AND VERIFY DIMENSIONS BEFORE ORDERING MATERIALS.
2. CONTRACTOR SHALL CONFIRM VALVE SIZING PRIOR TO ORDERING MATERIALS. IF CONTRACTOR FINDS ANY DISCREPANCIES IN THE CONTRACT DRAWINGS, CONTRACTOR SHALL NOTIFY ENGINEER.
3. CONTRACTOR SHALL COORDINATE ANY SHUTDOWNS OF FORCE MAIN WITH THE CITY OF TREASURE ISLAND AND THE CITY OF ST. PETE BEACH PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO COORDINATE THE SUPPORT AND/OR RELOCATION OF ALL EXISTING UTILITIES AS REQUIRED

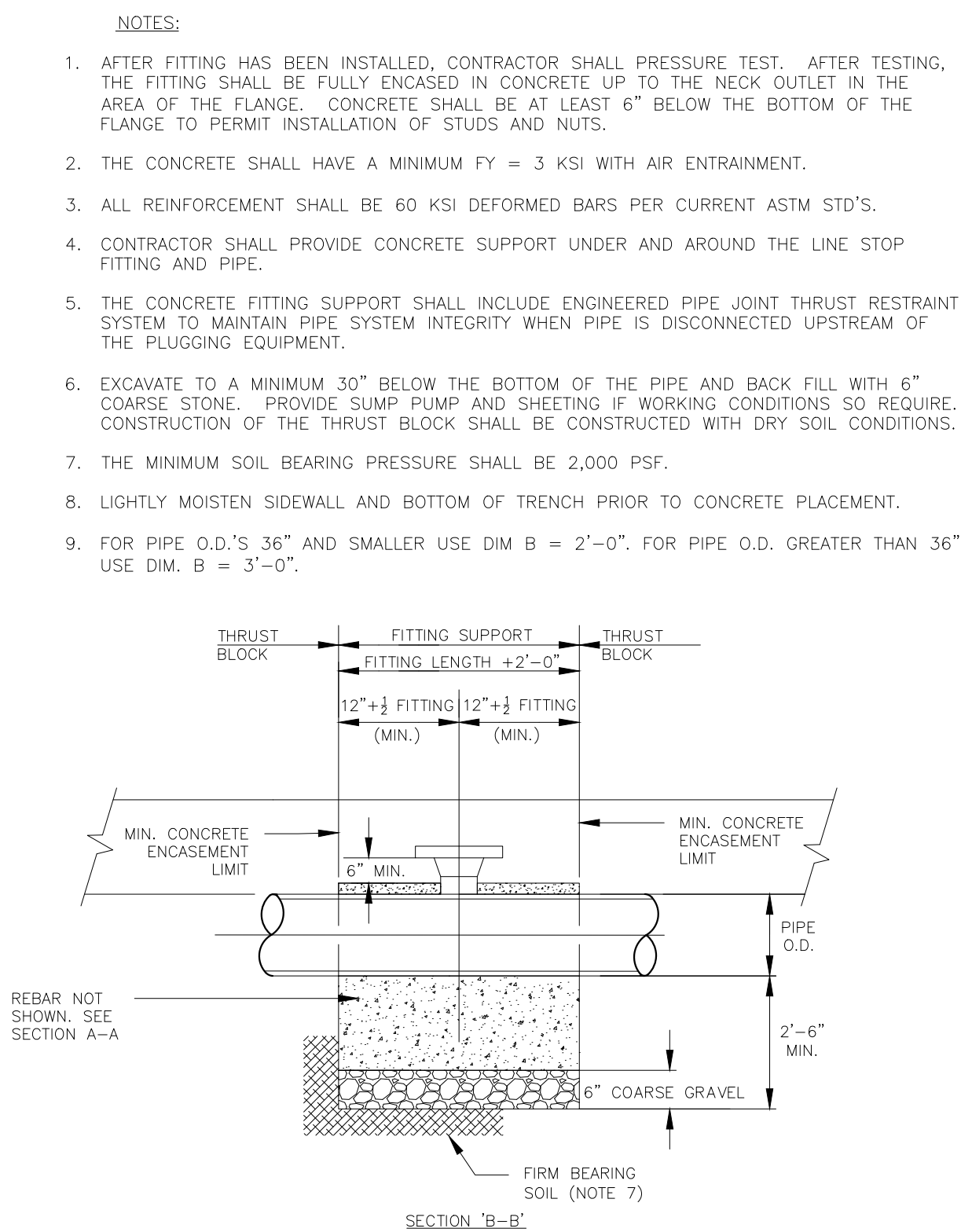
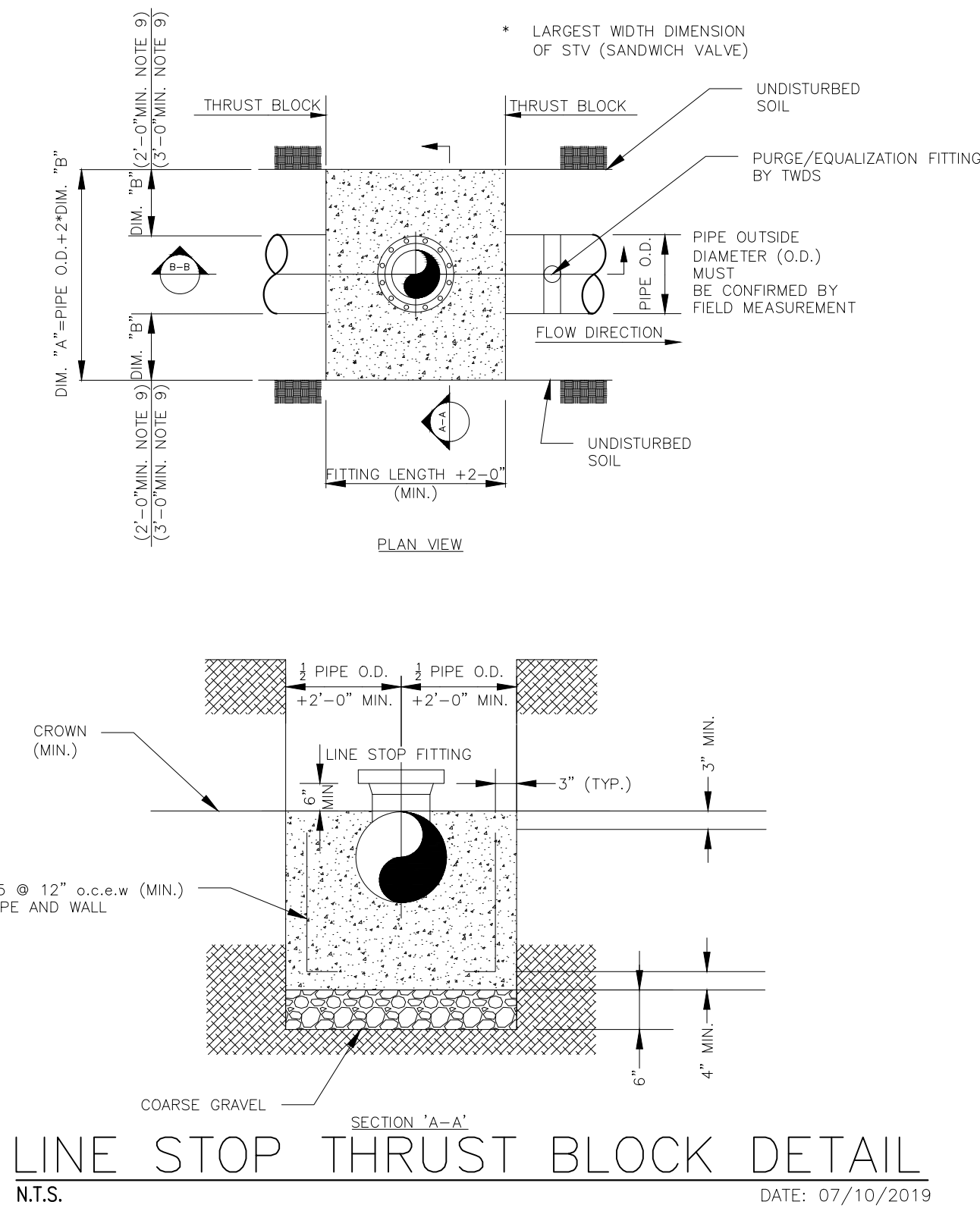
- CONCRETE/SIDEWALK RESTORATION
- CURB RESTORATION
- FULL ROAD RESTORATION
- MILL AND RESURFACE
- VALVE VAULT
- DEMOLISH



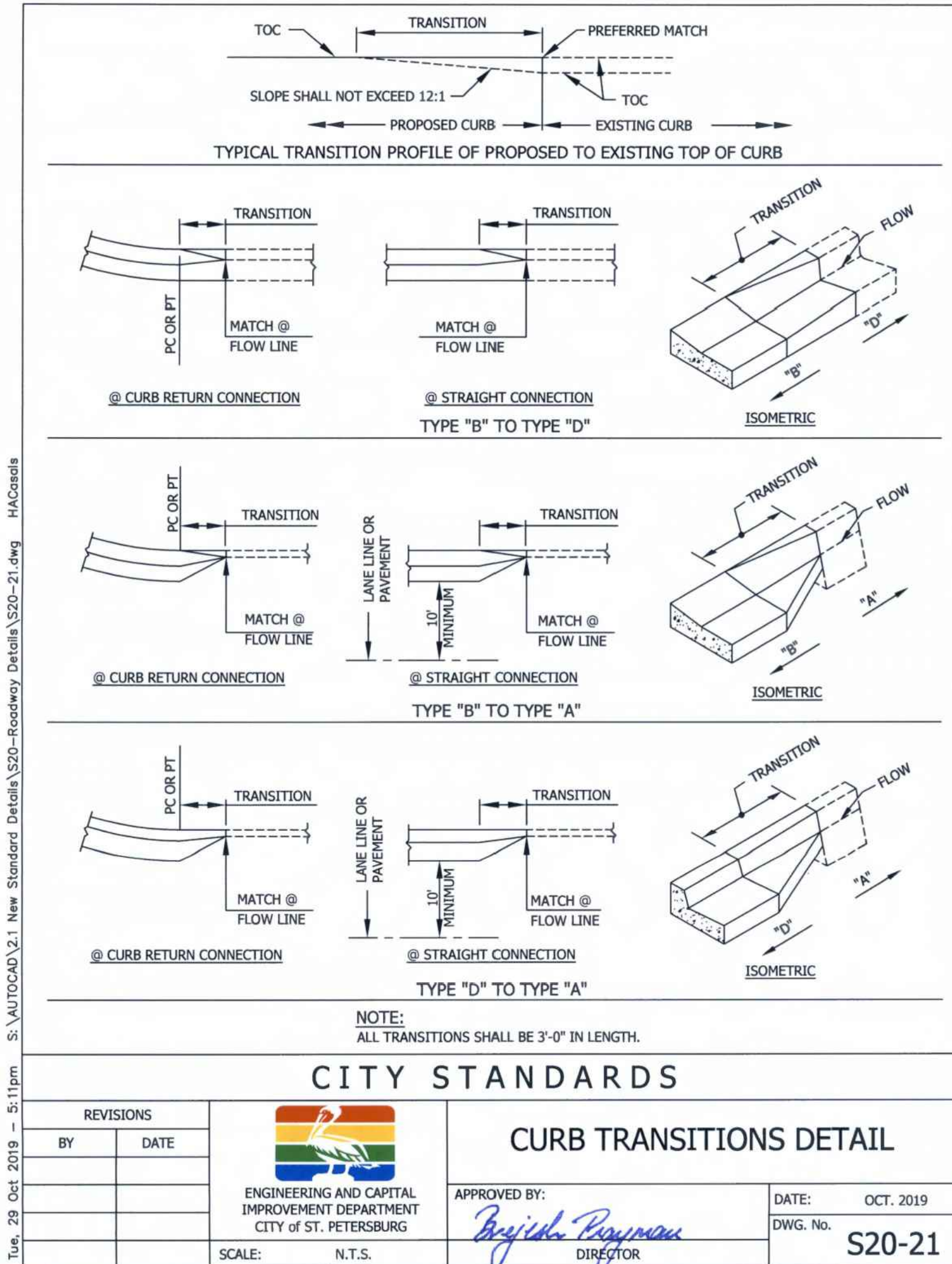
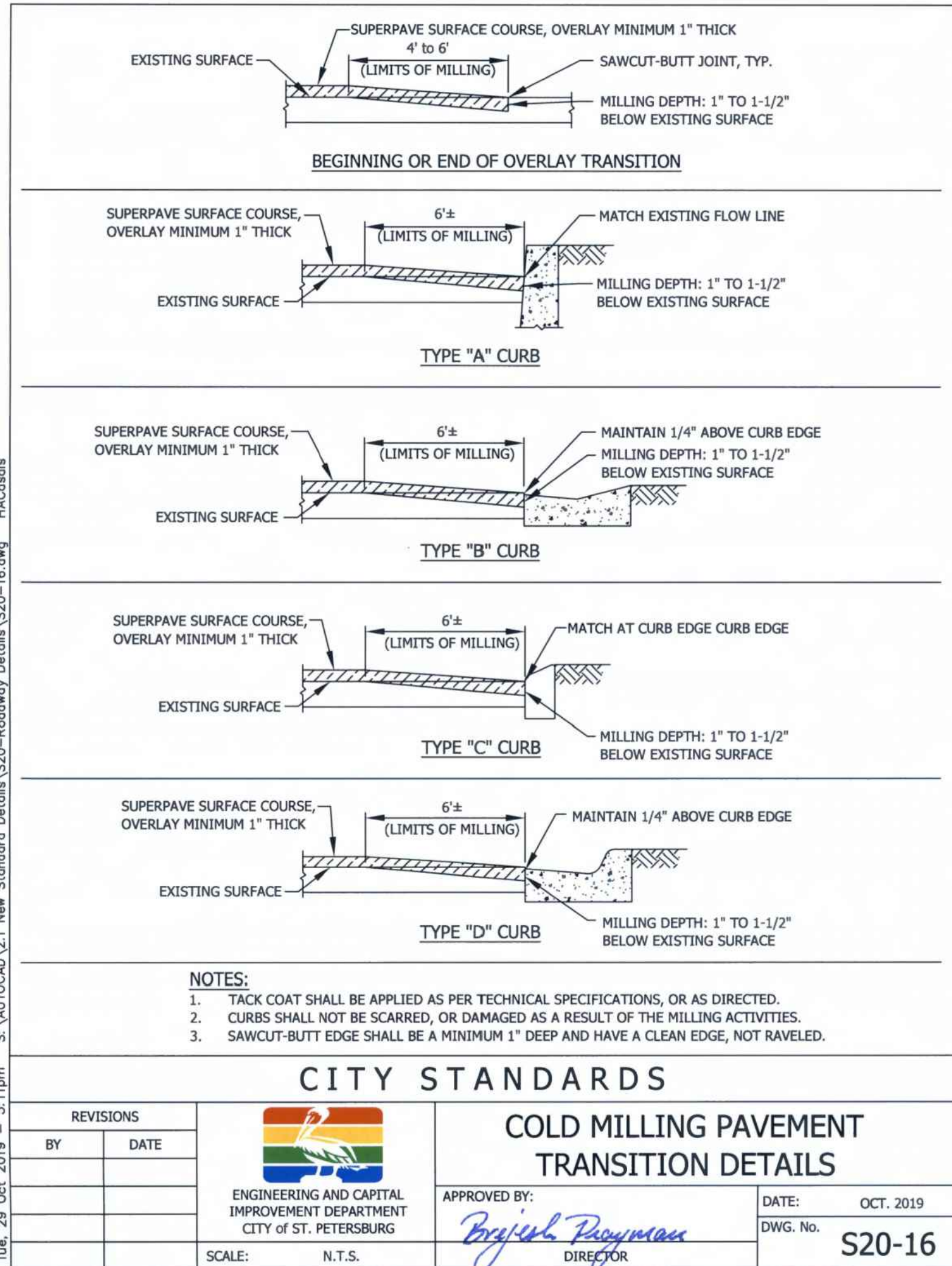
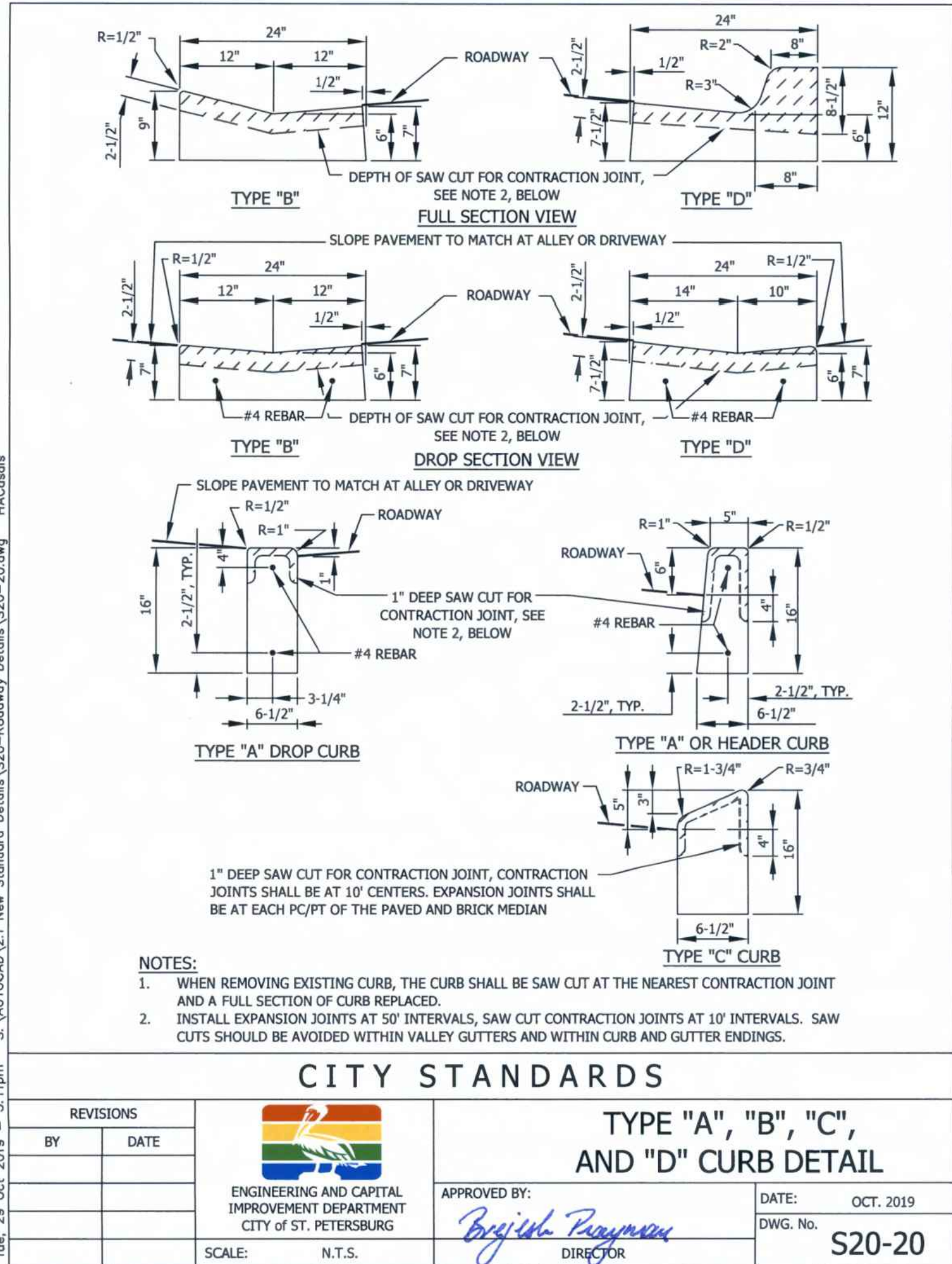
GROUNDWATER / DEWATERING NOTE:
THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS.



CITY OF ST. PETE BEACH		FLORIDA	
EMERGENCY VALVE		PINELLAS COUNTY	
REPLACEMENT			
DATE		JANUARY 2023	
PROJECT NO.		148404073	
SHEET NUMBER		C-01	
DESIGN ENGINEER:	SHELBY N. HUGHES, P.E.	DATE:	
SCALE:	AS NOTED	CHECKED BY:	SAE
DESIGNED BY:	SNH	DRAWN BY:	KTM
FLORIDA REGISTRATION NUMBER:		86419	
DESIGNER:		Kimley»Horn	
2023 KIMLEY-HORN AND ASSOCIATES, INC.		200 KENTWOOD DRIVE, SUITE 200	
ST. PETERSBURG, FL 33701		PHONE: 727-547-3999	
WWW.KIMLEY-HORN.COM		Registry No. 696	
REVISIONS		DATE	BY
		No.	



- NOTES:
1. AFTER FITTING HAS BEEN INSTALLED, CONTRACTOR SHALL PRESSURE TEST. AFTER TESTING, THE FITTING SHALL BE FULLY ENCASED IN CONCRETE UP TO THE NECK OUTLET IN THE AREA OF THE FLANGE. CONCRETE SHALL BE AT LEAST 6" BELOW THE BOTTOM OF THE FLANGE TO PERMIT INSTALLATION OF STUDS AND NUTS.
 2. THE CONCRETE SHALL HAVE A MINIMUM $F_y = 3$ KSI WITH AIR ENTRAINMENT.
 3. ALL REINFORCEMENT SHALL BE 60 KSI DEFORMED BARS PER CURRENT ASTM STD'S.
 4. CONTRACTOR SHALL PROVIDE CONCRETE SUPPORT UNDER AND AROUND THE LINE STOP FITTING AND PIPE.
 5. THE CONCRETE FITTING SUPPORT SHALL INCLUDE ENGINEERED PIPE JOINT THRUST RESTRAINT SYSTEM TO MAINTAIN PIPE SYSTEM INTEGRITY WHEN PIPE IS DISCONNECTED UPSTREAM OF THE PLUGGING EQUIPMENT.
 6. EXCAVATE TO A MINIMUM 30" BELOW THE BOTTOM OF THE PIPE AND BACK FILL WITH 6" COARSE STONE. PROVIDE SUMP PUMP AND SHEETING IF WORKING CONDITIONS SO REQUIRE. CONSTRUCTION OF THE THRUST BLOCK SHALL BE CONSTRUCTED WITH DRY SOIL CONDITIONS.
 7. THE MINIMUM SOIL BEARING PRESSURE SHALL BE 2,000 PSF.
 8. LIGHTLY MOISTEN SIDEWALL AND BOTTOM OF TRENCH PRIOR TO CONCRETE PLACEMENT.
 9. FOR PIPE O.D.'S .36" AND SMALLER USE DIM B = 2'-0". FOR PIPE O.D. GREATER THAN .36" USE DIM. B = 3'-0".



GROUNDWATER / DEWATERING NOTE:
THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's Fast, It's Free, It's the law.
www.callsumshine.com

Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
200 CENTRAL AVENUE, SUITE 200
ST. PETERSBURG, FL 33701
PHONE: 727-547-3999
WWW.KIMLEY-HORN.COM Registry No. 696

DESIGN ENGINEER: SHELBY N. HUGHES, P.E.
FLORIDA REGISTRATION NUMBER: 86419

SCALE: AS NOTED
DESIGNED BY: SNH
DRAWN BY: KTM
CHECKED BY: SAE

CITY OF ST. PETE BEACH
EMERGENCY VALVE
REPLACEMENT
PINELLAS COUNTY FLORIDA

DATE: JANUARY 2023
PROJECT NO: 148404073
SHEET NUMBER: D-02

REVISIONS
No. DATE BY



-
- THRUST BLOCK
- FITTING SUPPORT
- FITTING LENGTH + 2'-0"
- 12" ± 1/2 FITTING (MIN.)
- 12" ± 1/2 FITTING (MIN.)
- MIN. CONCRETE ENCASEMENT LIMIT
- 6" MIN. (MIN. ENCASEMENT)
- PIPE O.D.
- 2'-6" MIN.
- 6" COARSE GRAVEL
- FIRM BEARING SOIL (NOTE 7)
- SECTION "B-B"
- REBAR NOT SHOWN, SEE SECTION A-A



NOTE:
INSTALL SEALS FROM DRY SIDE OF PENETRATION. WET SIDE
FILLED WITH WATERPROOF NON-SHRINK GROUT.



N.T.S.

Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
200 CENTRAL AVENUE, SUITE 600
ST. PETERSBURG, FL 33701
PHONE: 727-547-3999
WWW.KIMLEY-HORN.COM Registry No. 696

St. Pete Beach City Commission Agenda Report

Action Request:	Motion to approve Ordinance 2023-02
Strategic Objective:	Sustainability – Wildlife Conservation Community – Beach Access Economic Development – Beautification and Aesthetics
Date:	February 28, 2023
Prepared By:	Jennifer McMahon, Chief Operating Officer
Through:	Alex Rey, City Manager
Summary of Issue:	In an attempt to move all regulations related to the beach in our code into one chapter, discussion for what is allowed and not allowed on the beach took place over a year. There were two (2) commission workshops, two (2) beach stewardship meetings and a planning board meeting. From those discussion the following changes were proposed: • Cabana (Chair/Umbrella) Services: Must be brought in each night (in ordinance now for public beach year-round and private during turtle season) and only put out if reserved or used (new) • Hours change from 10am – 10pm to sunrise to sunset • Adding: “No person shall take, harass, harm, pursue, hunt, shoot, kill, trap, capture, collect, possess, or sell any of the endangered or threatened shorebird and/or seabird species • And “Protected birds: American Oystercatcher, snowy Plover, Black Skimmer, Least Tern or any other protected or endangered species. • No Smoking filtered tobacco products • No extruded polystyrene foam (aka Styrofoam) • Bikes on the beach have to be permitted with a Bike on Beach permit • All vehicles on the beach must be electrical by 2026 • All recreational activities (yoga, dance, etc.) on public beach must be permitted • All business/services on the beach must have a permit (Cabana club, picnics, etc.) • Fishing – unlawful to fish after being warned for health, safety of bathers

- Adding all beach side properties (not just resort) to be regulated to close blinds for turtle season
- Safety measures on fueling, as well as not allowing trailers on the beach overnight will be addressed in the Vehicle on the Beach Permits.
- No Micromobility like e-bikes allowed on the beach (already in ordinance)
- All COP areas (Consumption on Premise – cabana areas) must be 75 feet from wet sand and 75 feet from a property line abutting an existing residential use. (in code now – this is not new but will be enforced)

Funding:	N/A
Attachments:	Ordinance 2023-02: St Pete Beach Regulation and Management
Reviewed by the City Manager:	_____

Ordinance 2023-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 6 – ALCOHOLIC BEVERAGES, ARTICLE I – IN GENERAL; SECTION 6-5 – CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES; CHAPTER 14 – ANIMALS, ARTICLE I – IN GENERAL; SECTION 14-2 – FEEDING WILD BIRDS IN PUBLIC PLACES, ARTICLE II – DOGS, REMOVING SECTION 14-35 – PROHIBITED ON SAND BEACHES; CHAPTER 58 – PARKS AND RECREATION, ARTICLE I – RECREATION; AMENDING SECTION 58-1 – DEFINITIONS; CHAPTER 58 – PARKS AND RECREATION, ARTICLE II – CITY PARKS AND FACILITIES; REMOVING SECTION 58-23 – VENDING IN CITY PARKS; AMENDING SECTION 58-25 – PROHIBITED ACTIVITIES IN CITY PARKS; ESTABLISHING SECTION 58-31 – SLEEPING DURING NIGHTTIME PROHIBITED; CHAPTER 62 – PEDDLERS AND SOLICITATORS, ARTICLE II – COMMERCIAL SOLICITATIONS; DIVISION 2 – PERMIT; REMOVING SECTION 62-59 – APPLICATION; QUALIFICATIONS; CONTENTS; DIVISION 3 – REGULATIONS; REMOVING SECTION 62-93 – SPECIFIC RESTRICTIONS ON SOLICITATION ON SAND BEACH AREAS; CHAPTER 94 – WATERWAYS, ARTICLE III – BEACHES, DIVISION 1 – GENERALLY; SECTION 94-66 – DEFINITIONS; SECTION 94-67 – PENALTIES; REMOVING SECTION 94-68 – CHAIRS, TABLES, UMBRELLAS; REMOVING SECTION 94-69 – PICNICS AND FOOD CONSUMPTION; REMOVING SECTION 94-70 – SLEEPING DURING NIGHTTIME PROHIBITED; REMOVING SECTION 94-71 – TIKI HUTS; REMOVING SECTION 94-72 – TEMPORARY STRUCTURES; REMOVING SECTION 94-73 – VEHICLE PERMITS; DIVISION 2 – BEACH MAINTENANCE REGULATIONS; REMOVING SECTION 94-101 – REQUIREMENTS; REMOVING SECTION 94-102 – PROHIBITIONS; REMOVING SECTION 94-103 – EXEMPTIONS; AMENDING THE LAND DEVELOPMENT CODE DIVISION 25 – COASTAL PROTECTION AND CONSERVATION; REMOVING SECTION 25.9 – PERMIT REQUIRED; DIVISION 44 – MARINE TURTLE PROTECTION; REMOVING SECTION 44.3 – PROHIBITION OF ACTIVITIES DISRUPTIVE TO MARINE TURTLES; ESTABLISHING CHAPTER 95 – BEACHES; SECTION 95-1 INTENT AND PURPOSE; SECTION 95-2 – DEFINITIONS; SECTION 95-3 – PENALTIES; SECTION 95-4 – CHAIRS, TABLES, UMBRELLAS; SECTION 95-5 – PICNICS AND FOOD CONSUMPTION; SECTION 95-6 – TIKI HUTS; SECTION 95-7 TEMPORARY STRUCTURES; SECTION 95-8 – VEHICLE PERMITS; SECTION 95-9 – BEACH MAINTENANCE REGULATIONS; SECTION 95-10 – PROHIBITIONS

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.

ON SAND BEACH; SECTION 95-11 – ANIMALS PROHIBITED ON SAND BEACHES; SECTION 95-12 – DISTRIBUTION OF HANDBILLS AND OTHER ADVERTISING; SECTION 95-13 – FISHING ON THE BEACH; SECTION 95-14 – FEEDING WILD BIRDS AND SEABIRDS; SECTION 95-15 – FIREWORKS; SECTION 95-16 – MICRO-MOBILITY; SECTION 95-17 – VENDING IN CITY PARKS; SECTION 95-18 – SOLICITATION; SECTION 95-19 – PROHIBITION OF ACTIVITIES DISRUPTIVE TO MARINE TURTLES; SECTION 95-20 – PERMIT REQUIRED; SECTION 95-21 – SPECIAL EVENTS ON THE BEACH; AND SECTION 95-22 – TRANSIENT LODGING FACILITIES; RENUMBERING SECTIONS ACCORDINGLY; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach intends to preserve and protect the beauty of the City’s beaches, parks, and other public property for the use and enjoyment by residents and tourists.

WHEREAS, the City has significant tourist population that utilizes its beaches, parks, and other public property.

WHEREAS, the City’s beaches, parks, and other public property are a valuable asset as the City is a large recreational and tourist community.

WHEREAS, such beaches, parks and any other public properties are intended to be used solely for recreational purposes and not to be used for sleeping during nighttime hours.

WHEREAS, the City Commission believes this is in the best interest of the citizens to promote the public health, safety and welfare.

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 Code of Ordinances Chapter 6, Article I is amended as follows:

Sec. 6-5. – Consumption or possession of alcoholic beverages.

- (a) Except as provided in subsection (d) of this section, it shall be unlawful to drink or consume alcoholic beverages on or upon:
- (1) All public streets.
 - ~~(2) All public beach lands.~~
 - ~~(3) (2) Any public sidewalk.~~
 - ~~(4) (3) Any city park.~~
 - ~~(5) All private sand beach areas upland of the Gulf of Mexico and adjacent to private property.~~
 - ~~(6) All sovereignty submerged land.~~
- (b) Notices. Notice of this section shall be posted by the city. For upland property is used for some commercial use, including but not limited to hotels and resorts on the beach, notice shall be posted by the owner and shall contain language determined to be acceptable by the city attorney. For upland property used as multifamily residential use, the owner or condominium association shall be responsible for posting the notice. For upland property is less than three residential living units, the city shall post the notice at the closest public access to the beach.
- (c) Containers. It shall be unlawful for any person to carry on or about his person any container of alcoholic beverages, whether or not the container is a bottle, can, carton or other form of container, in those areas described in subsection (a) of this section unless a permit has been issued pursuant to subsection (e) of this section otherwise allowing said activity to occur under any certain terms and conditions stated in the permit. This subsection shall not be applicable in those areas described in subsections (a)(1), (2) and (3) of this section (consumption at the park should be approved by the City Manager) if the alcoholic beverage is contained in a sealed container or if the bottle, can, carton or other container has never been opened since the time the beverage was originally bottled at the manufacturer's or bottler's plant. Possession of any container of alcoholic beverages wherein the seal has been broken, the bottle cap or pop-top has been opened or removed or where the container may seem to be open or to have been opened shall constitute prima facie evidence of a violation of this section.
- (d) Permits. Permits allowing for the consumption of alcohol for special events, outdoor dining or outdoor drinking areas, or special occasions may be issued as follows:
- (1) Special event permit on public lands. The city commission may authorize the consumption of alcoholic beverages in the areas described in subsections (a)(1), (2) and (3), as stated above, in connection with the approval of a special event permit issued pursuant to Article II of Chapter 26 of this Code.
 - ~~(2) Special event permit on private lands. Owners of private sand beach areas may obtain a special event permits for the consumption of alcoholic beverages for special occasions. The permits shall be issued by the city manager or designee and shall include conditions necessary to protect the safety, health and welfare of the public. The upland owner shall be entitled to no more than three permits per month. The area of the beach subject to the permit shall be marked with approved temporary markers, and the consumption of alcohol shall be confined to the marked area. Permits shall not authorize consumption before 8:00 a.m. and shall terminate no later than 10:00 p.m.~~

- (32) Special event permit on public land. The city commission may authorize the sale and consumption of alcoholic beverages in connection with the approval of a conditional use permit for an outdoor dining area or outdoor drinking area in the area described in subsection (a)(1), (a) (2), and (a)(3) as provided by the City of St. Pete Beach Land Development Code.
- (4) ~~Administrative approval on private lands. Upon receipt of an accepted site plan application, the technical review committee may approve the sale of alcoholic beverages in conjunction with the rental of beach cabanas on private transient lodging property if all of the following requirements are met through the site plan review and approval process, as outlined in division five of the land development code.~~
- ~~a. Each transient lodging facility that desires an alcohol cabana service area permit must complete the permitting process and have an active BTR (business tax receipt) for cabana rental associated with the lodging facility.~~
 - ~~b. The cabana service area must be delineated by sketch on COP liquor license, as well as a component of the site plan review. The sketch shall be available for viewing at the transient lodging facility at all times.~~
 - ~~c. The cabana service area can be no closer than 75 feet to a property line abutting an existing residential use located outside of the CRD (community redevelopment district).~~
 - ~~d. All occupants of the cabana service area must wear an identifiable and unique wrist band that is exclusive to the upland transient lodging facility. The wrist band shall indicate that alcohol must remain in the cabana service area at all times.~~
 - ~~e. The cabana service area shall be no closer than 50 feet to the wet sand.~~
 - ~~f. The cabana service area's hours of operation shall be 10:00 am to 10:00 pm.~~
 - ~~g. The cabana service area's patron(s) shall only be served by identifiable transient lodging facility employees, in person and all service ware shall have clearly identifiable transient lodging facility markings.~~
 - ~~h. Glass and plastic straws are prohibited at all times on the sand beach.~~
 - ~~i. Only patrons or registered members of the transient lodging facility that have current room rental as well as a cabana rental in the cabana service area may be served alcohol. Invited guests of the facility patron that desire to be served alcohol shall register with the hotel to secure a wrist band. Patrons and/or guests are prohibited from bringing alcohol into the cabana service area.~~
 - ~~j. Service of alcohol shall only be provided within a beach cabana service area, as delineated by boundary markers consistent with the on-site COP map.~~
 - ~~k. Penalty. Violation of the above criteria will result in: 1. First violation – written warning to the transient lodging facility. 2. Second violation – written warning to the transient lodging with the stipulation that the permit will be revoked if additional violation occurs within six months. 3. Third violation – revocation of the cabana service area permit. The transient lodging facility will not be able to re-apply for a cabana service area permit for one year. For every continual violation an additional six months will be added to this requirement.~~

- ~~1. Cabana service area permits shall be issued on an annual basis, and subject to all ordinance amendments at the time of renewal.~~

The Code of Ordinances Chapter 14, Article I is amended as follows:

Sec. 14-2. Feeding wild birds in public areas.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Domesticated bird means a tame bird that lives with a human being and is under such human being's control.

Wild bird means all birds that are not domesticated, as defined in this subsection.

- (b) *Prohibited.* The feeding of wild birds on public streets, sidewalks, rights-of-way, or parks or beaches is prohibited.

- (c) *Exemption.* Persons feeding domesticated birds on private property are exempt from this section.

The Code of Ordinances Chapter 14, Article II is amended as follows:

~~Sec. 14-35. Prohibited on sand beaches.~~

- ~~(a) It shall be unlawful for any owner or other person keeping a dog to take such dog upon any sand beach or beach access or to knowingly allow any such dog to be upon any sand beach or beach access except as prescribed below.~~
- ~~(b) Designated dog beach area shall be those sand beach lands that lie from the easterly extension of the southernmost ROW line of 1st Avenue north to the easterly extension of the southernmost ROW line of 3rd Avenue and eastward of the Pass-a-Grille Way ROW line. Any dog accessing this designated dog beach area shall be always kept and held on a leash of any substantial material and of a maximum length of eight feet, regardless of location.~~
- ~~(1) For designated dog beach areas, the following rules and regulations apply:~~
- ~~a. Owners are legally responsible for their dogs and injuries caused by them.~~
 - ~~b. Dogs must be properly licensed, have required immunizations and always wear appropriate ID tags.~~
 - ~~c. Dogs must remain out of any dune vegetation or other protected areas.~~
 - ~~d. Owners must clean up after their dogs.~~
 - ~~e. Owners shall maintain clear sidewalks at all times.~~
 - ~~f. Dogs showing aggression towards people or dogs shall be immediately removed from the premises.~~

- ~~g. Dogs that bark persistently or are otherwise a nuisance shall be removed from the premises.~~
- ~~h. Dogs using the dog beach area must be at least four months old.~~
- ~~i. Dogs must never be left unattended.~~
- ~~j. Dogs "in heat" will not be allowed inside the dog beach area.~~
- ~~k. Rawhide, food or any other consumable is not allowed inside the dog beach area.~~
- ~~l. Dogs are the only type of animal permitted inside the dog beach area.~~
- ~~m. Violators will be subject to removal from the area and suspension of area privileges.~~
- ~~(2) Hours of operation shall be determined by the city manager or his/her designee and posted on-site. Hours may be adjusted without notice.~~
- ~~(3) The city shall have no obligation or responsibility to replace any existing sand on a dog beach that is removed as a result of alluvial shift, tides, currents, storms or other natural occurrences.~~

Sec. 14-36: 35. – Regulations for dogs in approved outdoor seating areas.

The Land Development Code Division 25 is amended as follows:

~~Sec. 25.9. – Permit required.~~

- ~~(a) Dunes. In no instance shall any person, municipality, county, or other public or private agency excavate or otherwise cause damage to a dune or conduct or cause to be conducted any activity to improve or enhance a dune without obtaining the necessary permits from the Florida Department of Environmental Protection and the city.~~
- ~~(b) Other non-exempt activities. All other non-exempt activities, including construction, excavation, fill placement, repair of shore protection structures, and other activities seaward of the coastal construction setback line and activities that would alter the topography or disturb the vegetation of the beach/dune system, including vehicular traffic relating thereto, are required to obtain a permit from both the Florida Department of Environmental Protection and the city.~~

Sec. 25.10 9. – Permitting procedures.

Sec. 25.11 10. – Variances

The Land Development Code Division 44 is amended as follows:

~~Sec. 44.3. — Prohibition of activities disruptive to marine turtles.~~

~~The following activities are prohibited on the beach at nighttime during the nesting season for the protection of nesting females, nests, and hatchling marine turtles:~~

- ~~(a) The operation of all motorized vehicles, except emergency and law enforcement vehicles or operated by those persons who have authorization or a permit to engage in marine turtle conservation or research issued by the United States Fish and Wildlife Service, or the Florida Fish and Wildlife Conservation Commission, and Florida Department of Environmental Protection approved for mechanical beach cleaning or beach renourishment activities.~~
- ~~(b) The building of campfires or bonfires.~~
- ~~(c) Any transient lighting which purposely and flagrantly illuminates nesting sea turtles or hatchlings. This prohibition does not apply to those persons who have authorization or a permit to engage in marine turtle conservation or research~~
- ~~(d) If any turtle nests or nesting activities have been reported within a portion of a beach, any temporary structures, including but not limited to beach chairs, umbrellas and cabanas which have the potential for entrapment of marine turtles and which may interfere with the use of the natural beach environment for nesting habitat shall be:~~
 - ~~(1) Removed from the beach nightly; or~~
 - ~~(2) Stored in areas designated by the City of St. Pete Beach staff which are situated to avoid interference with marine turtles; or~~
 - ~~(3) Placed in a manner so as to not obstruct the transit of turtle hatchlings to the water.~~

~~Sec. 44.4.3. — Standards for new beachfront lighting.~~

~~Sec. 44.5. 4. — Standards for existing beachfront lighting.~~

~~Sec. 44.6. 5. — Standards for publicly owned lighting.~~

~~Sec. 44.7.6. — Construction during nesting season.~~

~~Sec. 44.8. 7. — Enforcement.~~

Sec. 44.9. 8. – Monitoring and reporting guidance.

The Code of Ordinances Chapter 58, Article I is amended as follows:

Sec. 58-1. - Definitions.

Sunrise means the time when the upper limb of the sun as affected by refraction appears above the sensible horizon as a result of the diurnal rotation of the earth.

Sunset means the time when the upper limb of the sun as affected by refraction disappears below the sensible horizon as a result of the diurnal rotation of the earth.

The Code of Ordinances Chapter 58, Article II is amended as follows:

~~Sec. 58-23. Vending in city parks.~~

~~No person, persons, organizations or firm, other than the department of concessionaires acting, by and under the authority of the City of St Pete Beach, shall expose or offer for sale, rent or trade any article or thing, or station or place any stand, cart or vehicle for the transportation, sale or display of any article or merchandise within any city park. Nothing contained herein shall restrict freedom of speech exercised by any person without the use of tables, chairs, or signs erected or placed upon the ground, or other objects, stands, carts, vehicles or similar items.~~

Sec. 58-24. 23. – Camping.

Sec. 58-25. 24. – Domestic Animals

Sec. 58-26. 25. – Prohibited activities in city parks.

(7) Expose or offer for sale, rent or trade any article or thing, or station or place any stand, cart or vehicle for the transportation, sale or display of any article or merchandise,

other than the department or concessionaires acting by and under the authority of the City of St. Pete Beach.

Sec. 58-27. 26. – Picnic areas and use.

Sec. 58-28. 27. – Resident preference for programs and services.

Sec. 58-29. 28. – Advertising, publicity and signs.

Sec. 58-30. 29. – Proper use of facilities.

Sec. 58-31. 30. – Park hours.

Sec. 58-31. – Sleeping during nighttime prohibited.

(a) Intent. It is the intent of the city commission to preserve and protect the beauty of the city's parks and other public property for use by residents and tourists. In furtherance of such purpose, the city commission makes the following findings of fact:

- (1) The city has a significant tourist population that utilizes its beaches, parks and other public property.
- (2) Being a largely recreational and tourist community, parks and other public property are a very valuable asset.
- (3) Such beaches, parks and any other public properties are intended to be used solely for recreational purposes and not for sleeping during nighttime hours.
- (4) Permitting persons to sleep on the beaches, in the parks and on any other public property during nighttime hours will have a negative effect on the appearance of such areas and upon the city's tourism industry.
- (5) Persons sleeping on the beaches, in the parks or on any other public property are exposed to the risk of harm from others or the elements.
- (6) Prohibiting persons from sleeping on the public beaches, in the parks and on other public property during the nighttime hours will promote the public health, safety and welfare.

- (b) Prohibition. It shall be unlawful for any person to sleep at the following places between sunrise and sunset of the following day, referred to in this section as the nighttime hours: On any public park or any other public property within the corporate limits.
- (c) Penalty. Any person found guilty of violating this section shall, upon conviction, be subject to a fine not to exceed \$500.00 or imprisonment for a period not to exceed 60 days.

The Code of Ordinances Chapter 62, Article II, Division 2 is amended as follows:

~~Sec. 62-59.~~ Application; qualifications; contents.

- (a) ~~A solicitation permit may be obtained by written application of the person desiring to solicit. Such applicant shall be a legal adult or shall have obtained a work permit from a school. The solicitation permit shall contain the following information and shall be signed and sworn to by the applicant:~~
- ~~(1) Full name of applicant.~~
 - ~~— (2) The name of the business or property which the applicant is representing.~~
 - ~~— (3) Expiration date of the permit.~~
 - ~~— (4) A recent photograph of the applicant.~~
- (b) ~~For solicitation along the sand beach areas of the Gulf of Mexico, the permit shall be issued only after the property owner represented has demonstrated to the satisfaction of the director of planning and development that the sandy beach portion of the property is owned by the upland property owner.~~

~~Sec. 62-60.~~ 59. – Issuance.

~~Sec. 62-61.~~ 60. – Display required.

~~Sec. 62-62.~~ 61. – Termination for violation.

~~Sec. 62-63.~~ 62. – Hour sales permitted.

~~Sec. 62-64.~~ 63. – Expiration.

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.

Secs. 62-654–62-90. – Reserved.

The Code of Ordinances Chapter 62, Article II, Division 3 is amended as follows:

~~Sec. 62-93. — Specific restrictions on solicitation on sand beach areas.~~

- ~~(a) There may be no more than two permitted solicitors on a single parcels of sand beach property at any one time.~~
- ~~(b) Except for boat and beach equipment rentals, solicitation shall be oral, with no display of wares.~~
- ~~(c) Signs shall be regulated as provided in chapter 122.~~
- ~~(d) Solicitation shall be confined to privately owned property, and solicitation shall not occur upon the public beaches. At all times a solicitor shall be required to wear his city-issued solicitor's card on the outside of his clothing.~~
- ~~(e) The establishment of a solicitation line on individual properties shall be through a survey by a licensed surveyor. The solicitation line shall be marked at each boundary line of the property, and at intermediate points if required by the director of planning and development, by means of a device as approved by the city manager or his authorized designee. The property owner shall bear the expense for establishment of the location of the solicitation line and the maintenance of the marking devices. If the property owner fails or refuses to provide a survey establishing the location of the solicitation line after written request by the city, further solicitation on the property shall be prohibited until the survey is provided to the city.~~
- ~~(f) The appropriate board of authority shall be empowered to grant variances to the city solicitation setback line where an upland owner feels that such line as established is unduly restrictive or prevents legitimate use of his property. However, the appropriate board of authority shall grant no variances to this section which would allow the solicitor to locate on public beach land.~~
- ~~(g) The business or property owner shall be responsible for the actions of solicitors employed by or representing him. The business or property owner shall be responsible for compliance with this article by solicitors employed by or representing him, in addition to the citation to be issued to the solicitor.~~

~~Sec. 62-94. 3. – Permitted hours for solicitation.~~

Secs. 62-954 – 62-120. Reserved.

The Code of Ordinances Chapter 94, Article III, Division 1 is amended as follows:

~~Sec. 94-66 – Definitions.~~

~~Sec. 94-67. Penalties.~~

~~Sec. 94-68. Chairs, tables, umbrellas.~~

- ~~(a) It shall be unlawful for any person to place upon the public beach any chair, bench, table or umbrella which is in a location or is of a size which would interfere with the use of the public beach by the general public.~~
- ~~(b) It shall be unlawful for any person placing or causing to be placed any chair, bench, table or umbrella equipment upon the public beach to allow such to remain upon such public beach between sunset and sunrise.~~

~~Sec. 94-69. Picnics and food consumption.~~

- ~~(a) Except as provided in subsection (b) of this section, no person shall conduct or participate in a picnic on any of the city's beaches. Except as provided in [section 6-5](#), no person shall possess or consume any alcoholic beverages upon any of the city's beaches.~~
- ~~(b) Picnics and the consumption of food and nonalcoholic beverages shall be permitted on the city beaches of Pass-a-Grille and Upham Beach, provided that:~~
 - ~~(1) Those persons having picnics or consuming food or nonalcoholic beverages within the area shall be responsible for cleaning up all of the food, papers, cartons, bottles and other refuse or debris which shall remain or be left from the consumption of such food or beverage.~~
 - ~~(2) It shall be unlawful to build any fire for any purpose, including the cooking of food, within the sand beaches of the city.~~
 - ~~(3) Glass containers or bottles associated with the consumption of food or nonalcoholic beverages shall be prohibited.~~
- ~~(c) Notwithstanding subsection (b)(2) of this section, the city manager shall be entitled to authorize the building of a fire, with such requirements as the city manager deems appropriate. Any person receiving authorization to build a fire shall agree in writing to comply fully with all requirements imposed by the city manager.~~
- ~~(d) Anyone convicted of violating this section shall pay a fine of not less than \$100.00 or more than \$500.00. Signs shall be posted notifying the public of the penalty for violating this section.~~

~~Sec. 94-70. — Sleeping during nighttime prohibited.~~

- (a) ~~Intent.~~ It is the intent of the city commission to preserve and protect the beauty of the city's beaches, parks and other public property for use by residents and tourists. In furtherance of such purpose, the city commission makes the following findings of fact:
- (1) ~~The city has a significant tourist population that utilizes its beaches, parks and other public property.~~
 - (2) ~~Being a largely recreational and tourist community, the city's beaches, parks and other public property are a very valuable asset.~~
 - (3) ~~Such beaches, parks and any other public properties are intended to be used solely for recreational purposes and not for sleeping during nighttime hours.~~
 - (4) ~~Permitting persons to sleep on the beaches, in the parks and on any other public property during nighttime hours will have a negative effect on the appearance of such areas and upon the city's tourism industry.~~
 - (5) ~~Persons sleeping on the beaches, in the parks or on any other public property are exposed to the risk of harm from others or the elements.~~
 - (6) ~~Prohibiting persons from sleeping on the public beaches, in the parks and on other public property during the nighttime hours will promote the public health, safety and welfare.~~
 - (7) ~~The beaches beginning at 30th Avenue and running north to the north boundary of block "M," Don Ce Sar Subdivision, and beginning at the south boundary line of block "N," Don Ce Sar Subdivision, and running north to 37th Avenue, are gulfward of residential property. Sleeping on the beach in these areas is contrary to the health and safety of the public.~~
- (b) ~~Prohibition.~~ It shall be unlawful for any person to sleep at the following places between the hours of 9:00 p.m. and 6:00 a.m. of the following day, referred to in this section as the nighttime hours:
- (1) ~~On any public beach or in any public park or any other public property within the corporate limits.~~
 - (2) ~~Between the waters of the Gulf of Mexico on the west and the most landward line of the sand dune or permanent construction, whichever first occurs, in the following area: beginning at 30th Avenue and running north to the north boundary of block "M," Don Ce Sar Subdivision, and beginning at the south boundary line of block "N," Don Ce Sar Subdivision, and running north to 37th Avenue.~~
- (c) ~~Penalty.~~ Any person found guilty of violating this section shall, upon conviction, be penalized as provided in [section 1-14](#).

Sec. 94-71. — Tiki huts.

~~Tiki huts are prohibited on any beach unless a permit has been issued by the department of planning and development in compliance with the following:~~

- (1) ~~The tiki hut does not violate the terms of F.S. § 161.053.~~
- (2) ~~The person applying for the tiki hut permit has the written approval of the upland property owner.~~
- (3) ~~The applicant is licensed as a commercial watersport business as provided by the land development regulations in subpart B of this Code.~~

~~(4) The tiki hut is constructed as provided in section 98-67.~~

~~Sec. 94.72 — Temporary Structures.~~

~~No temporary structure of any kind shall be erected on any beach unless otherwise authorized by this article or other section of this Code.~~

~~Sec. 94.73. — Vehicle permits.~~

- ~~(a) *Required.* No person, municipality, county or other public agency shall drive any vehicle on, over or across any beach unless such motor vehicle has been issued a “vehicle on the beach” permit under this section, except in emergency situations as approved by the police department or fire department.~~
- ~~(b) *Criteria for issuance.* Permits for the operation of vehicles on the beach shall be issued for the following purposes:~~
 - ~~(1) Public works and public safety;~~
 - ~~(2) Permitted commercial activities;~~
 - ~~(3) Special events; and~~
 - ~~(4) Mechanical beach cleaning.~~
- ~~(c) *Issuance; additional federal, state or county permits.* Permits shall be issued by application to the department of planning and development based on the scope of activity. Where necessary, the applicant shall obtain whatever additional permits that may also be required by either federal, state or county law. Where federal, state or county approval is necessary, no permit issued by the department shall become effective until such approval has been granted.~~
- ~~(d) *Bond; insurance.* Based on the scope of activity, the department may require the posting of a bond or a liability insurance policy protection against damage to property or persons.~~
- ~~(e) *Compliance.* In reviewing the application for a permit, the department shall require the applicant to provide all information necessary to determine whether the vehicle will be operated to comply with the requirements of this article or to set reasonable conditions to ensure compliance.~~
- ~~(f) *Safe operation.* Operating vehicles permitted under this section shall be subject to all of the regulations set forth in this article and other ordinances governing the safe operation of vehicles.~~

~~Secs. 94-7466 – 94-79. – Reserved.~~

The Code of Ordinances Chapter 94, Article III, Division 2 is amended as follows:

~~Sec. 94-101. Requirements.~~

~~Mechanical beach cleaning shall be conducted in accordance with the following requirements:~~

- ~~(1) All mechanical beach cleaning equipment operated on the beach shall require a permit issued by the city in accordance with this article.~~
- ~~(2) Cleaning equipment shall meet the requirements of state and local law governing the permitting of beach maintenance activities, including the requirements of F.S. §§ 161.052 and 161.053 and the rules and regulations adopted by the state department of environmental protection, division of beaches and shores.~~
- ~~(3) Cleaning activities shall be performed only between sunrise and sunset.~~
- ~~(4) Seaweed and other natural sea vegetation may be placed within the five-foot zone, at the toe of the dune, as long as the dune is not disturbed.~~

~~Sec. 94-102. Prohibitions.~~

~~The following activities shall be prohibited on beaches:~~

- ~~(1) Mechanical beach cleaning equipment activities shall be prohibited within five feet of the toe of the dune.~~
- ~~(2) Mechanical beach cleaning equipment activities shall not disturb any natural beach vegetation.~~
- ~~(3) Penetration of the beach surface with mechanical beach cleaning equipment by more than two inches into the surface of the beach.~~
- ~~(4) Any mechanical beach cleaning during the period May 1 through October 31 (turtle nesting season) except seaward of the prior day's high tide mark or debris line or where authorized by a permit from the state department of environmental protection, division of beaches and shores~~

~~Sec. 94-103. Exemptions.~~

~~The city shall be exempt from permitting requirements of this division, but shall otherwise comply with all federal, state and local laws.~~

~~Secs. 94-104 101– 94-130. – Reserved.~~

The Code of Ordinances Chapter 95 is added as follows:

Sec. 95-1. – Intent and purpose.

It is the intent and purpose of these regulations to safeguard and beautify the city's beaches by limiting certain activity conducted on the beaches. These regulations are also intended to provide for the health, safety, and welfare of the city's residents and the visitors of the City of St. Pete Beach.

Sec. 95-2. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cabana means a temporary open-sided structure often roofed with fabric, thatching or similar material, and which may include curtains or other lightweight blinds, that is placed on the beach within an approved cabana service area and sized to provide shade and/or privacy for individuals or small groups. This term shall include chairs or other accessory items constructed with or placed beneath the structure. Cabanas shall not be used for retail sales, bar service, food preparation, storage, or overnight sleeping.

City manager means the person appointed by the city commission as the chief administrative official for the city or the designated representative thereof.

Consumption on premises means the drinking of beer, wine, and/or liquor on the property of a business which is licensed through the Florida Department of Business and Professional Regulation or its successor with a COP-class, SFS-class, or other license class that provides at least the minimum approval to allow for an on-premise consumption type of sale. The use of the term premise shall not be construed to include land located seaward of the rear property line when the upland property is not owned to the mean high water line.

Pets/domestic animals means a dog, cat, or other animal that is domesticated and may be kept as a household pet. The term does not include livestock or other farm animals.

Permanent structure means an assembly of materials that is constructed on or placed over land or water, with either its own location on the ground or attached to something with a location on the ground, in which it is anticipated that the structure will remain in place for its expected lifespan or for which a temporary period of placement has not been defined and permitted through this Code. All structures erected for a period of longer than 180 days shall be considered permanent.

Public beach means the zone of unconsolidated material that extends landward from the mean low-water line to the place where there is marked change in material or physiological form, or to the line of permanent vegetation, usually the effective limit of storm waves. When an erosion control line is established, it shall replace the mean low-water line and any land seaward shall be deemed public beach.

Service animal means an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a

wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks. A service animal is not a pet. The crime-deterrent effect of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for purposes of this definition.

Smoking means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product, with the exception of unfiltered cigars.

Sunrise means the time when the upper limb of the sun as affected by refraction appears above the sensible horizon as a result of the diurnal rotation of the earth.

Sunset means the time when the upper limb of the sun as affected by refraction disappears below the sensible horizon as a result of the diurnal rotation of the earth.

Temporary structure means an assembly of materials which is constructed or placed, in compliance with the provisions, procedures and standards of this Code, for a limited and defined period of time, and which does not involve the construction or alteration of any permanent structure. A structure erected for a period of 180 days or longer shall not be considered a temporary structure.

Unattended fishing and/or line means a fishing line to which no person is actively directing their attention.

Sec. 95-3. – Penalties.

- (a) Any person violating this article shall constitute an offense against the city, and where no specific penalty is provided therefore shall subject the offender, upon conviction, to a fine of not to exceed \$500.00 or imprisonment for a period not to exceed 60 days.
- (b) The judgment of a court of proper jurisdiction imposing any fine or fine and cost of prosecution shall contain provision for a period of imprisonment in default of payment of the fine or cost. The payment of fines and costs of prosecution may also be enforced by attachment summarily against the property of the delinquent.
- (c) In addition to the penalties provided in subsections (a) and (b) of this section, any condition caused or permitted to exist in violation of any of the provisions of this Code or any ordinance shall be deemed a nuisance, pursuant to Chapter 46, Article II of the City's Code of Ordinances, and shall be subject to abatement by the city, and each day that such condition continues shall be regarded as a new and separate offense.

Sec. 95-4. Chairs, tables, umbrellas.

- (a) It shall be unlawful for any person to place upon the public beach any chair, bench, table or umbrella which is in a location or is of a size which would interfere with the use or access of the public beach by the general public.
- (b) It shall be unlawful for any person placing or causing to be placed any chair, bench, table or umbrella equipment upon the public and privately owned beaches to allow such to remain upon the beach between sunset and sunrise.
- (c) Any operation from a franchise to set up chairs, tables, umbrellas, or cabanas on or upon the sand beach requires a permit from the city.
- (d) The maximum tent size allowed on the beach is 10 feet by 10 feet.
- (e) Any items left on the beach may be disposed of by the City in its sole and absolute discretion.

Sec. 95-5. Picnics and food consumption.

- (a) Except as provided in subsection (b) of this section, no person shall conduct or participate in a picnic on any of the city's beaches. Except as provided in section 95-22, no person shall possess or consume any alcoholic beverages upon any of the city's beaches.
- (b) Picnics and the consumption of food and nonalcoholic beverages shall be permitted on the public beaches, provided that:
 - (1) Those persons having picnics or consuming food or nonalcoholic beverages within the area shall be responsible for cleaning up and removing from the beach all of the food, papers, cartons, bottles and other refuse or debris which shall remain or be left from the consumption of such food or beverage.
 - (2) It shall be unlawful to build any fire for any purpose, including the cooking of food, within the sand beaches of the city.
 - (3) Glass containers or bottles associated with the consumption of food or nonalcoholic beverages shall be prohibited.
- (c) Notwithstanding subsection (b)(2) of this section, the city commission or city manager shall be entitled to authorize the building of a fire, with such requirements as the city manager deems appropriate. Any person receiving authorization to build a fire shall agree in writing to comply fully with all requirements imposed by the city commission and/or city manager.
- (d) Anyone convicted of violating this section shall pay a fine of not less than \$100.00 or more than \$500.00. Signs shall be posted notifying the public of the penalty for violating this section.

Sec. 95-6. Tiki huts.

Tiki huts are prohibited on any beach unless a permit has been issued by the City Manager and development in compliance with the following:

- (1) The tiki hut does not violate the terms of F.S. § 161.053.
- (2) The person applying for the tiki hut permit has the written approval of the upland property owner.
- (3) The applicant is licensed as a commercial watersport business as provided by the land development regulations in subpart B of this Code.
- (4) The tiki hut is constructed as provided in The Florida Building Code and the City's zoning code.

Sec. 95-7. Temporary Structures.

No temporary structure of any kind shall be erected on any beach unless otherwise authorized by this article or other section of this Code.

- (a) Any commercial operation to sell or rent chairs, tables, umbrellas or cabanas must get a permit from the city and provide the proper insurance.
- (b) Cabanas can only be placed out in designated areas once the rental has been paid.
- (c) All temporary structures on the publicly- and privately-owned beaches, including but not limited to chairs, tables, umbrellas, cabanas, and tents, shall be removed from the beach nightly. For the purpose of this regulation, beach concession standards found in Land Development Code section 6.12(h) and tiki huts as regulated in section 95-7 shall not be considered temporary structures

Sec. 95-8. – Vehicle permits.

- (a) *Required.* No person, municipality, county or other public agency shall drive any vehicle or ride any bicycle (non-electric) on, over or across any beach unless such motor vehicle or bicycle has been issued a "vehicle on the beach" permit under this section. Emergency or law enforcement vehicles are exempt and will be coordinated through the City Manager.
- (b) *Criteria for issuance.* Permits for the operation of vehicles on the beach shall be issued for the following purposes:
 - (1) City Beach maintenance operations
 - (2) Permitted commercial activities.
 - (3) Special events; and
 - (4) Mechanical beach cleaning.
- (c) *Issuance; additional federal, state or county permits.* Permits shall be issued by application to the City Manager based on the scope of activity. Where necessary, the applicant shall obtain whatever additional permits that may also be required by either federal, state or county law. Where federal, state or county approval is necessary, no permit issued by the department shall become effective until such approval has been granted.
- (d) *Insurance.* Based on the scope of activity, the City Manager may require a liability insurance policy protecting against damage to property or persons.

- (e) *Compliance.* In reviewing the application for a permit, the department shall be authorized to require the applicant to provide all information necessary to determine whether the vehicle will be operated to comply with the requirements of this article or to set reasonable conditions to ensure compliance.
- (f) *Safe operation.* Operating vehicles permitted under this section shall be subject to all of the regulations set forth in this article and other ordinances governing the safe operation of vehicles. Safe operation shall be deemed as 10mph per Land Development Code Section 6.12(h) (3).
- (e) *Exemptions.* A one-time exemption may be obtained per approval of the City Manager.
- (g) *Electric Vehicles.* Permits for vehicles on the beach will only be issued to electric vehicles beginning January 1, 2026, unless exempted by the City Manager.

Sec. 95-9. –Beach maintenance regulations.

- (a) *Requirements.* Mechanical beach cleaning shall be conducted in accordance with the following requirements:
 - (1) All mechanical beach cleaning equipment operated on the beach shall require a permit issued by the city in accordance with this article.
 - (2) Cleaning equipment shall meet the requirements of state and local law governing the permitting of beach maintenance activities, including the requirements of F.S. §§ 161.052 and 161.053 and the rules and regulations adopted by the state department of environmental protection, division of beaches and shores.
 - (3) Cleaning activities shall be performed only between sunrise and sunset.
 - (4) Seaweed and other natural sea vegetation may be placed within the five-foot (5') zone, at the toe of the dune, as long as the dune is not disturbed.
 - (5) Penetration of the beach surface with any mechanical beach cleaning equipment more than two inches into the surface of the beach is prohibited.
 - (6) Mechanical beach cleaning between the dates of May 1st – October 31st (except seaward of the prior day's high tide mark, debris line, or where authorized by a permit from DEP) requires approval from DEP and the Sea Turtle Trackers.
- (b) *Exemptions.* The city shall be exempt from permitting requirements of this division, but shall otherwise comply with all federal, state and local laws.

Sec. 95-10. Prohibitions on sand beach.

Consumption or possession of alcoholic beverages.

- (a) It shall be unlawful for any person to drink or consume any alcoholic beverage on or upon:
 - (1) All public beach lands.
 - (2) All commercial private beaches without first obtaining a permit from the city.

- (b) It shall be unlawful for any person to carry on or about his person any container of alcoholic beverages, whether the container is a bottle, can, carton or other form of container, in those areas described in this section.
- (c) It shall be unlawful for any person to smoke on public beaches. Smoking is defined above.

Sec. 95-11. – Animals prohibited on sand beaches.

- (a) It shall be unlawful for any owner or other person keeping a dog or other animal to take such dog or other animal upon any sand beach or beach access or to knowingly allow any such dog or other animal to be upon any sand beach or beach access except as prescribed below.
- (b) Designated dog beach area shall be those sand beach lands that lie from the easterly extension of the southernmost ROW line of 1st Avenue north to the easterly extension of the southernmost ROW line of 3rd Avenue and eastward of the Pass-a-Grille Way ROW line. Any dog accessing this designated dog beach area shall be always kept and held on a leash of any substantial material and of a maximum length of eight feet, regardless of location.
 - (1) For designated dog beach areas, the following rules and regulations apply:
 - a. Owners are legally responsible for their dogs and injuries caused by them.
 - b. Dogs must be properly licensed, have required immunizations and always wear appropriate ID tags.
 - c. Dogs must remain out of any dune vegetation or other protected areas.
 - d. Owners must clean up after their dogs.
 - e. Owners shall maintain clear sidewalks at all times.
 - f. Dogs showing aggression towards people or dogs shall be immediately removed from the premises.
 - g. Dogs that bark persistently or are otherwise a nuisance shall be removed from the premises.
 - h. Dogs must never be left unattended.
 - i. Dogs "in heat" will not be allowed inside the dog beach area.
 - j. Rawhide, food or any other consumable is not allowed inside the dog beach area.
 - k. Dogs are the only type of animal permitted inside the dog beach area.
 - l. Violators will be subject to removal from the area and suspension of area privileges.
 - (2) Hours of operation shall be determined by the city manager and posted on-site. Hours may be adjusted without notice.
 - (3) The city shall have no obligation or responsibility to replace any existing sand on a dog beach that is removed as a result of alluvial shift, tides, currents, storms or other natural occurrences.
- (c) Service animals as defined in this chapter are exempt.

Sec. 95-12. – Distribution of handbills and other advertising.

It shall be unlawful for any person to throw, cast, affix or distribute any handbill, circular,

card, booklet, placard or other advertising commercial matter whatsoever in or upon any public beach.

Sec. 95-13. – Fishing on the beach

It shall be unlawful for any person to fish in the Gulf after having been warned by any law enforcement officer that the health and safety of bathers is being endangered.

Nothing in this section shall be construed to create a duty on the part of any City to prevent fishing or to warn of the presence of sharks in the Gulf.

Sec. 95-14. – Feeding wild birds and seabirds.

- (a) The feeding of birds on the beach is prohibited.
- (b) No person shall take, harass, harm, pursue, hunt, shoot, kill, trap, capture, or collect, possess, or sell any of the endangered or threatened shorebird and seabird species (American Oystercatcher, Snowy Plover, Black Skimmer, Least Tern).

Sec. 95-15. – Fireworks.

It shall be unlawful for any person to offer for sale, expose for sale, sell at retail or use or explode any fireworks on the beach. The board of county commissioners shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public display of fireworks by fair associations or other organizations or groups of individuals when such public display is to take place outside of any municipality; provided, further, that the governing body of any municipality shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public display of fireworks within the boundaries of any municipality, pursuant to Section 791.02, Florida Statutes, as amended.

Sec. 95-16. – Micro-mobility.

The riding of such devices shall be prohibited upon any beach within the City or any area as designated by the City where notice is posted. Operation of such devices whether privately owned or not is prohibited on sidewalks except for the purposes of parking the device in an acceptable location as referenced in Section 74-92

Sec. 95-17. – Vending on public beaches.

- (a) No person, persons, organization or firm, other than the department or concessionaires acting, by and under the authority of the city manager, shall expose or offer for sale, rent or trade any article or thing, or station or place any stand, cart or vehicle for the transportation, sale or display of any article or merchandise upon any public sand beach. Nothing contained herein shall restrict freedom of speech exercised by any person

without the use of tables, chairs, or signs erected or placed upon the ground, or other objects, stands, carts, vehicles or similar items.

- (b) No person shall solicit, canvass, or otherwise take orders for the sale of merchandise, goods, or property of any kind or character upon any public beach.

Sec. 95-18. –Solicitation.

- (a) A solicitation permit may be obtained by written application of the person desiring to solicit. The solicitation permit shall contain the following information and shall be signed and sworn to by the applicant:

(1) Full name of applicant.

(2) The name of the business or property which the applicant is representing.

(3) Expiration date of the permit.

(4) A recent photograph of the applicant.

- (b) For solicitation along the sand beach areas of the Gulf of Mexico, the permit shall be issued only after the property owner represented has demonstrated to the satisfaction of the director of planning and development that the sandy beach portion of the property is owned by the upland property owner

- (d) Except for boat and beach equipment rentals, solicitation shall be oral, with no display of wares.

- (e) Signs shall be regulated pursuant to the City's Land Development Code.

- (f) Solicitation shall be confined to privately owned property, and solicitation shall not occur upon the public beaches. At all times a solicitor shall be required to wear his city-issued solicitor's card on the outside of his clothing.

- (g) The business or property owner shall be responsible for the actions of solicitors employed by or representing him. The business or property owner shall be responsible for compliance with this article by solicitors employed by or representing him, in addition to the citation to be issued to the solicitor.

Sec. 95-19. – Prohibition of activities disruptive to marine turtles.

- (a) Marine turtles nesting season is from May 1 – October 31.

- (b) The following activities are prohibited on the beach at nighttime during the nesting season for the protection of nesting females, nests, and hatchling marine turtles:

(1) The operation of all motorized vehicles, except emergency and law enforcement vehicles or vehicles operated by those persons who have authorization or a permit to engage in marine turtle conservation or research issued by the United States Fish and Wildlife Service, or the Florida Fish and Wildlife Conservation Commission, and Florida Department of Environmental Protection approved for mechanical beach cleaning or beach renourishment activities.

(2) The building of campfires or bonfires.

- (3) Any transient lighting which purposely and flagrantly illuminates nesting sea turtles or hatchlings. This prohibition does not apply to those persons who have authorization or a permit to engage in marine turtle conservation or research
- (4) If any turtle nests or nesting activities have been reported within a portion of a beach, any temporary structures, including but not limited to beach chairs, umbrellas and cabanas which have the potential for entrapment of marine turtles and which may interfere with the use of the natural beach environment for nesting habitat shall be:
 - a. Removed from the beach nightly; or
 - b. Stored in areas designated by the City of St. Pete Beach staff which are situated to avoid interference with marine turtles; or
 - c. Placed in a manner so as to not obstruct the transit of turtle hatchlings to the water.
- (5) When preparing to leave the beach, fill in any holes, remove beach chairs, umbrellas, towels, beach toys, and any other objects that could interfere with transit of turtle hatchlings.
- (6) If staying at a beach resort and the room is located on the beach side, close the blinds each night to limit the amount of light reflected onto the beach.
- (7) Any resident who owns property on the beach shall close the blinds each night to limit the amount of light reflected onto the beach.
- (7) Do not disturb sea turtle nests, and report unmarked nests to the Turtle Trackers.
- (8) Anything prohibited in the Florida Marine Turtle Protection Act – Model Lighting Ordinance 12.15.20

Sec. 95-20. – Permit required.

- (a) *Dunes.* In no instance shall any person, municipality, county, or other public or private agency excavate or otherwise cause damage to a dune or conduct or cause to be conducted any activity to improve or enhance a dune without obtaining the necessary permits from the Florida Department of Environmental Protection and the city.
- (b) *Other non-exempt activities.* All other non-exempt activities, including construction, excavation, fill placement, repair of shore protection structures, and other activities seaward of the coastal construction setback line and activities that would alter the topography or disturb the vegetation of the beach/dune system, including vehicular traffic relating thereto, are required to obtain a permit from both the Florida Department of Environmental Protection and the city.
- (c) *Recreational Activities.* Any organized recreational activity conducted on the beach shall be required to obtain the necessary permits through the City Manager.
- (d) Any person or persons wanting a beach wedding.

Sec. 95-21. –Special events on the beach.

- (a) No special event shall be permitted within the city limits of St. Pete Beach unless and until a special event permit has been issued in accordance with the requirements of this

article. It shall be the authority of the city manager, to determine whether or not a proposed activity constitutes a special event under the intent of this article and whether an application for the activity will be accepted. This requirement shall not apply to events which are sponsored or co-sponsored by the city. Approval of such sponsorship shall be at the discretion of the city manager or city commission, provided, however, that if an event is open to the entire community, the city commission may grant such approval, as applicable. City sponsored or co-sponsored events may take place on public property or private property with the consent of the property owner.

- (b) *Permits.* Permits allowing for the consumption of alcohol for special events, outdoor dining or outdoor drinking areas, or special occasions may be issued as follows:
- (1) *Special event permit on public lands.* The city commission may authorize the consumption of alcohol in connection with the approval and issuance of a special event permit.
 - (2) *Special event permit on private lands.* Owners of private sand beach areas may obtain a special event permit for the consumption of alcoholic beverages for special occasions. The permits shall be issued by the city manager and shall include conditions necessary to protect the safety, health and welfare of the public. The upland owner shall be entitled to no more than three permits per month. The area of the beach subject to the permit shall be marked with approved temporary markers, and the consumption of alcohol shall be confined to the marked area. Permits shall not authorize consumption before 8:00 a.m. and shall terminate no later than 10:00 p.m.
 - (3) *Conditional use permit on public land.* The city commission may authorize the sale and consumption of alcoholic beverages in connection with the approval of a conditional use permit for an outdoor dining area or outdoor drinking area in the area as provided in section 6-5(d).
 - (4) *Administrative approval on private lands.* Upon receipt of an accepted site plan application, the City Manager may approve the sale of alcoholic beverages in conjunction with the rental of beach cabanas on private transient lodging property if all of the requirements are met through the site plan review and approval process, as outlined in division five of the land development code and section 95-23 below.

Sec. 95-22. – Transient lodging facilities.

- (a) Each transient lodging facility that desires an alcohol cabana service area permit must complete the permitting process and have an active BTR (business tax receipt) for cabana rental associated with the lodging facility.
- (b) The cabana service area must be delineated by sketch on Department of Business and Professional Regulation liquor license application, as well as a component of the site plan review. The sketch shall be available for viewing at the transient lodging facility at all times.
- (c) The cabana service area can be no closer than 75 feet to a property line abutting an existing residential use located outside of the CRD (community redevelopment district).

- (d) All occupants of the cabana service area must wear an identifiable and unique wrist band that is exclusive to the upland transient lodging facility. The wrist band shall indicate that alcohol must remain in the cabana service area at all times.
- (e) The cabana service area shall be no closer than 75 feet to the wet sand.
- (f) The cabana service area's hours of operation shall be Sunrise to Sunset.
- (g) The cabana service area's patron(s) shall only be served by identifiable transient lodging facility employees, in person and all service-ware shall have clearly identifiable transient lodging facility markings.
- (h), Plastic straws, Glass and extruded polystyrene foam (aka Styrofoam) products are prohibited at all times on the sand beach.
- (i) Only patrons or registered guests of the transient lodging facility that have current room rental as well as a cabana rental in the cabana service area may be served alcohol.
- (j) Service of alcohol shall only be provided within a beach cabana service area, as delineated by boundary markers consistent with the on-site site plan map.
- (k) *Penalty.* Violation of the above criteria will result in:
 - (1) First violation - written warning to the transient lodging facility.
 - (2) Second violation - written warning to the transient lodging with the stipulation that the permit will be revoked if additional violation occurs within six months.
 - (3) Third violation - revocation of the cabana service area permit. The transient lodging facility will not be able to re-apply for a cabana service area permit for one year. For every continual violation an additional six months will be added to this requirement.
- (l) Cabana service area permits shall be reviewed for compliance by the city manager or designee and subject to all ordinance amendments at the time of renewal.

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 _____, 2023.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

St. Pete Beach City Commission Agenda Report

Action Request: Ordinance 2023-03: Amending Appendix A - Beach Regulation and Management Fee Updates

Strategic Objective: Internal Operations: Fiscal Responsibility

Date: February 28, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: In the proposed changes to the code of ordinances relating to beach regulation and management, an amendment to the Code of Ordinance Appendix A – Fee Schedule will be required. The 2 changes are:

Adding a beach business annual registration fee:

Chapter 26. Businesses	
<u>Beach Business Annual Registration</u>	
<u>St Pete Beach Business</u>	<u>\$100</u>
<u>Non-Resident Business</u>	<u>\$250</u>

And adding rental of beach property to existing park rental fee structure:

Chapter 58. Parks and Recreation	
Rental of park <u>and/or public beach</u> property based on the number of anticipated attendees:	
Residents:	
50—100	150.00
101—250	250.00
251—500	350.00
Nonresidents:	
50—100	250.00
101—250	350.00
251—500	400.00
Deposit	50.00— 500.00

Funding: N/A

Attachments: Ordinance 2023-03: Amendments to the Code of Ordinances
Appendix A – Fee Schedule

**Reviewed by the
City Manager:** _____

Ordinance 2023-03

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA
PROVIDING FOR AMENDMENTS TO APPENDIX A OF THE CODE OF
ORDINANCES; PROVIDING FOR CODIFICATION; CONFLICTS;
SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR;
CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of St. Pete Beach desires to provide fees for beach management;

WHEREAS, the City Commission desires to add a beach business annual registration fee of \$100 for St Pete Beach businesses and \$250 for a Non-St. Pete Beach businesses;

WHEREAS, the City Commission desires to add a rental rate for the public beach to existing park rental rates in Appendix A.

WHEREAS, the City Commission, after due consideration, has determined that amending the City's Code of Ordinance Appendix A – Fee Schedule with regards to Chapter 95: Beach Regulation and Management, is appropriate and in the best interests of the citizens.

**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 Code of Ordinances Appendix A – Fee Schedule is amended as follows:

.....

Chapter 26. Businesses	
<u>Beach Business Annual Registration</u>	
<u>St Pete Beach Business</u>	<u>\$100</u>
<u>Non-Resident Business</u>	<u>\$250</u>

Chapter 58. Parks and Recreation	
Rental of park <u>and/or public beach</u> property based on the number of anticipated attendees:	
Residents:	
50—100	150.00
101—250	250.00
251—500	350.00

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.

Nonresidents:	
50—100	250.00
101—250	350.00
251—500	400.00
Deposit	50.00— 500.00

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 _____, 2023.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney