



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, August 27, 2024
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations -**

a. Oath of Office:

- **District 2**
- **District 4**

b. Recognition of the Employee of the 3rd Quarter

The following individuals were nominated by their peers for Employee of the Third Quarter:

- Rita Bishop, City Managers Office
- Gretchen Johnson, Parks & Rec Dept
- Frank Scrivani, Parks & Rec Dept
- Ginny Keeter-Bodkin, City Clerks Office
- Ariana Wilson-Romo, City Clerks Office
- Alexa Sawyer, Library
- Patty Kordis, Community Development Dept

2. **Approval of the Agenda -**

Action Request: Motion to approve the August 27, 2024, City Commission

Agenda.

3. 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.

4. Consent -

a. August 13, 2024, City Commission Meeting Minutes

b. Resolution 2024-05: Adopting The Gulf Boulevard Conceptual Alternatives and Safety Study

c. Resolution 2024-06: Election Results

d. Sanitary Sewer Lateral at 8200 Boca Ciega Dr. Repair

e. Stormwater Gravity Main repair at 3526 Belle Vista Dr.

f. Amendment to IT Support Services Contract -JBurdine

g. Pump Station 1 - Duke Energy 3-Phase Power Transformer

h. Frontier VOIP Phone Services Contract

Voice over IP Phone System replacement.

i. Landscape Service Agreement for District 3 and 4

j. PAG Seawall Emergency Change Order #4

k. PAG Seawall Emergency Change Order #5

5. Action Items -

a. Election of Vice Mayor

Action Request: Motion to elect _____ as Vice Mayor.

b. Appointments to Outside Agencies

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

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

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

Appointments to the Advisory Boards and Committees.

No action required.

d. Discussion with Possible Action: Voting District Boundaries

Review of the voting population of each district with a focus on the Don CeSar Place population of District 3 and District 4.

Possible decisions:

1. Take no action and review again after the 2026 election as outlined in the City's Code.
2. Keep the neighborhood voters together and direct the City Clerk to work with Legal on drafting an ordinance with the new boundaries for District 3 to remove the Don CeSar Place Neighborhood boundaries and identify those boundaries to coincide with the neighborhood in District 4.

3. Keep the neighborhood voters together and direct the City Clerk to work with Legal on drafting an ordinance with the new boundaries for District 4 to remove the Don CeSar Place Neighborhood boundaries and identify those boundaries to coincide with the neighborhood in District 3.
4. Direct the City Clerk to find a consultant who can review the entire City and voting district boundaries to inform the City of its options.

6. Items for Discussion -

a. Pause on Development

Requested by Mayor Pettila.

b. Customary Use for the Beach

Requested by Mayor Pettila.

c. Discussion on Advisory Boards/Committees Code of Ordinances

Requested by Commissioner Moholland

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. 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 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 12:00 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
August 13, 2024
6:00 p.m.

ELECTED / APPOINTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Rich Lorenzen, Vice Mayor, Commissioner, District 4 – appeared via Zoom
Karen Marriott, Commissioner, District 1
Nick Filtz, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3

STAFF PRESENT:

Andrew Dickman, City Attorney
Frances Robustelli, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney
Jennifer McMahon, Chief Operating Officer
Brandon Berry, Senior Planner
Kristin Coman, Community Development Director
Luke Curtis, Building Official

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

City Clerk LaRowe and Assistant City Attorney McConnell presented City Attorney Andrew Dickman with a plaque recognizing his 10 years of dedicated service to the City.

1. PRESENTATIONS

a. ~~Recognition of Employee of the Third Quarter~~

2. APPROVAL OF THE AGENDA

Commissioner Filtz requested the addition of a discussion item on the property located at 73rd Avenue and Mangrove (item 7.b.).

Commissioner Rzewnicki requested an additional discussion item on contract management, Conditional Use Permits, meeting approvals, etc. (item 7.c.).

City Manager Robustelli removed items b., c., and e. from the Consent Agenda and item 5.a.

Mayor Petrila requested that item 4.d. be removed from the Consent and placed as an Action Item, 5.d.

Motion: **Commissioner Marriott moved, Commissioner Filtz seconded, and the motion carried 5-0 to approve the August 13, 2024, City Commission Agenda with the changes.**

3. AUDIENCE COMMENTS

Resident Randy Shasteen complimented the current District 2 Commissioner for his “clean campaign”. Following these remarks, the Mayor asked Mr. Shasteen to keep his comments to non-political/campaigning. Mr. Shasteen left the podium.

Resident Will Lawson gave comments about the appointment process in December and January, reiterating some

of the opinions he had expressed to the Commission at that time. He expressed his opinions on what government leaders are expected to do and how they are to uphold their duties.

Resident Lisa Robinson thanked the City Manager for meeting with her and was grateful for the productivity and for working towards a positive outcome. She expressed her opinions on what it means to serve the City and opined that the focus should be shifted more toward the residents' needs.

Resident Mark Grill gave remarks to follow up on what his comments were at the last meeting. He spoke about a recent social media post made by an elected official wherein their official title was used, and he expressed his dismay at the content of the video where disparaging remarks were made about him.

Resident Deb Schechner remarked on the wake of Hurricane Debby and the flooding and damage that was caused. She stated that there was a significant amount of raw sewage being spilled not just in this City but in neighboring cities as well.

Resident Susan Konczal commented on the recent social media posts/videos that were made by the Mayor and expressed her opinion on the content and disparaging remarks made.

Attorney Dickman cautioned the Mayor and Commission from stifling public comments such as comments on the election and candidates. He agreed that any attacks made should be shut down.

After Attorney Dickman's remarks, the Mayor asked anyone from the public who spoke that may have had something to say that they felt was shut down this evening, to come back and get an additional minute to add to their comment as long as decorum is respected.

Susan Konczal finished her public comment by providing additional comments on the recent social media posts and endorsement of candidates.

Deborah Schechner commented on public comments and personal attacks being shut down.

Randy Shasteen gave comments on the campaign and displayed pictures of campaign material that is slanderous and opined the content is exaggerated, correcting the "misinformation" by reminding the public that Commissioner Filtz was not on the Commission when the \$6M was allegedly mismanaged.

4. CONSENT

- a. July 23, 2024, City Commission Executive Session and Regular Meeting Minutes
- b. ~~Pass A-Grille Seawall Rehabilitation Change Order 4 removed~~
- c. ~~Pass A-Grille Seawall Rehabilitation Change Order 5 removed~~
- d. Professional Engineering Services Contract – *moved to Action Item 5.d.*
- e. ~~Pass A-Grille (6) Locations—Stormwater Outfall Tide Check Valve Modifications removed~~
- f. Purchase Ford F-350 Dump Truck

Motion: Commissioner Marriott moved, Commissioner Filtz seconded, and the motion carried 5-0 to approve the August 13, 2024, Consent Agenda items a. and f.

5. ACTION ITEMS

a. Facilities Bathroom Renovations

Motion: ~~to approve the Services Agreement with All Phase General Contractors, Inc., in the amount of \$55,921.50 to design and build restrooms located at City Hall, Recreation Center lobby, and Fire Station 23.~~ *removed*

b. Interlocal Agreement with Pinellas County

Chief Operating Officer McMahon reminded the Commission that the City assumed operational responsibility for the County Park facility premises in July of last year. The City agrees to collect parking fees, provide parking enforcement, maintain parking devices, and maintain all landscaping on and around the premises. Beginning July 2023, the City took responsibility for janitorial duties and the shower tower at the Park. Along with maintenance responsibilities, the County granted the City permission to oversee a concession contract for the rental of beach chairs, umbrellas, and cabanas.

Mrs. McMahon stated that the City will retain all revenue generated from the concession contract which will generate approximately \$102,000/year plus the Consumer Price Index (CPI) adjustment annually. The revenue from the concessions is received monthly from the vendor, Sand Dunes, and this is for County Park, Upham Beach, and Pass-A-Grille concession revenue (totaling approximately \$200,000/year).

In comparing the July 2023 contract to this one, Assistant City Attorney McConnell stated that this contract outlines what the City is responsible for versus what the County is responsible for. There is more clarity in this contract for parking and maintenance.

The City Attorney's Office was asked to update the map exhibit of the contract.

Motion: Commissioner Filtz moved, Vice Mayor Lorenzen seconded, and the motion carried 5-0 to authorize the City Manager to execute the Interlocal Agreement with Pinellas County for parking and concessions enforcement and maintenance.

c. Settlement Agreement: David Green, et. al. per July 23, 2024, City Commission Executive Session

Assistant City Attorney McConnell stated that the Settlement Agreement attached to the Agenda adheres to what was discussed at the July 23rd Executive Session. He explained the Special Magistrate Hearing yesterday and displayed the Order issued that acknowledges the reduction of the lien to \$15,000.00 to be paid within the next ten (10) days and that the Plaintiff's Attorney will issue a voluntary dismissal with prejudice because this is a declaratory action in Circuit Court.

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to authorize the Settlement Agreement per the July 23rd City Commission Executive Session.

d. Professional Engineering Services Contract (moved from Consent)

Mayor Petrila stated that Halff Associates is also a contractor for developers/developments and other applicants who need approval from the Board of Adjustment and/or Planning Board and/or City Commission. He opined that hiring Halff Associates to conduct the traffic study that also impacts developments/developers could be seen as a conflict of interest. He would prefer the City obtain a contractor that has no recent history working with developments/developers or other applicants.

City Manager Robustelli stated that if that is the direction this Commission would like to go in, the City would need to issue Requests for Proposals/Bids and that will take some time.

Commissioner Marriott suggested the City have a pool of contractors/firms so that the City can choose one at any given time who wouldn't have a possible conflict of interest.

Community Development Director Kristin Coman discussed the Transportation Planner vacant position and the licensing that is required to prepare/conduct traffic studies. This contract for tonight was planned for upcoming proposed development(s); the Planner position is still vacant. Ms. Coman will review the job description and speak with the City Manager about the needs for this position.

Mayor Petrila agreed that this topic warrants further discussion on parameters and conflicts with engineering firms; the consensus of the Commission was to add that as a future agenda topic. The City Manager will review alternatives to this contract and bring back to the Commission.

6. ORDINANCES

a. First Read Ordinance 2024-02: Seawall, Bulkhead, and Retaining Wall Regulations

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – PROPERTY MAINTENANCE, SECTION 98-66 – RESIDENTIAL AND COMMERCIAL PROPERTY MAINTENANCE; ARTICLE IV – SEAWALLS, BULKHEADS AND RETAINING WALLS, SECTION 98-100 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS NOT ON GULF OF MEXICO; SECTION 98-101 – STANDARDS FOR SEAWALLS, BULKHEADS, AND RETAINING WALLS ON THE GULF OF MEXICO; SECTION 98-104 – APPEALS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Planner Brandon Berry gave a presentation to the Commission on this Ordinance that included information on:

- Purpose
- Variances
- Construction Standards
 - Additional requests for standards
- Maintenance Standards

A copy of the presentation is made a part of the record.

Luke Curtis, Building Official, discussed the backfill ordinance that only allows for fill for landscaping and prohibits it for structural, such as seawalls.

Living shorelines were discussed; Mr. Berry stated that the Commission can request additional language to address living shoreline standards, upkeep, installation, etc.

Commissioner Filtz informed the Commission that the Tampa Bay Regional Planning Council (TBRPC) has offered to make a presentation at a future Commission meeting where some information regarding resiliency would be shared.

Motion: Commissioner Filtz moved, Commissioner Marriott seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2024-02.

7. ITEMS FOR DISCUSSION

a. Review of the City Clerk's Updated Job Description

City Clerk LaRowe updated the Clerk's Job Description as directed at the last Commission meeting. Some duties were antiquated and removed, and other duties were added, such as electronic filing of the Financial Reporting Forms, Lobbyist Records/Reports, and the Employee Recognition Committee. No changes were requested by the Commission.

b. Property at 73rd Avenue and Mangrove (added)

Attorney McConnell provided an update on this property and the history with Code Enforcement. There is a current lien on the property which is accruing fines of \$250/day for the last 5 years. There are certain steps the City must take to abate the property which the City Attorney's Office will begin. The Property Owner has significant medical issues that are hindering the property from coming into compliance; Mr. McConnell will be reaching out to Veteran's Services to see if any organizations can assist. He will provide an update in September/October on what steps have been taken and where Legal is in the process for abatement.

c. Process Discussion (added)

Commissioner Rzewnicki mentioned the processes for contract management, Conditional Use Permits, and action given by the City Commission and how that translates to compliance and follow through on the conditions being met, actions being taken, and the contract being followed. She discussed efficient ways for the City Commission to be informed on the status of these items/requests.

City Manager Robustelli stated that ultimately, she is responsible for the follow-through and ensuring that the proper actions are being taken and that ordinances/permits are being followed. She is working with the City Clerk on a current system for workflow and process which may prove to be useful for this as well.

Commissioner Filtz opined that some of the responsibility is on the Commission to ask questions and follow up on certain actions.

Mayor Petrila stated that the public also assists with staff in ensuring that the proper Codes are followed and properties/property owners are complying; he reminded the public to use See-Click-Fix to communicate any issues.

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

Amber LaRowe, City Clerk – announced the election date is next Tuesday, August 20th. Districts 1 and 2 will vote at the Community Center, only District 2 will have the two Commission candidates on their ballot. Districts 3 and 4 will vote at the Warren Webster; other items are on the August ballot besides the Special City election.

She stated the following items will be on the next agenda (August 27th): selection of the Vice Mayor, outside board appointments, review of current advisory board/committee appointees, and review of the voting districts with a focus on the Don CeSar Place Neighborhood of Districts 3 and 4.

Frances Robustelli, City Manager – mentioned the after-action storm meeting; in the next e-newsletter, there will be a survey for the residents to have an opportunity to share what went well and what did not.

She stated that an overview of the Small Business Grant Program will be on an upcoming agenda.

Mrs. Robustelli mentioned the due diligence that is still going on for the \$6 million in funding for the underground along Gulf Boulevard. The project is not missing any funding; there are 3 phases: Phase 1 is completed, Phase 2A is almost complete and fully funded, and Phase 2B is part of the project that is over the budget from what was anticipated several years ago when the project first started. There is \$3.4 million in reimbursements that the City has been behind on seeking due to staffing constraints and \$3.5 million in grant funding.

Attorney Andrew Dickman – reminded the Commission that the Charter allows the City Commission to adopt rules and procedures for meetings, the most recent rules and procedures were adopted via Resolution 2022-13. Regarding social media policies, he stated that this may be something worth discussing as it relates to the use of personal social media for public records, Sunshine Law, and records management.

Vice Mayor Lorenzen – gave his closing remarks on his service since December. He highlighted the highs and lows and the learning experiences.

Commissioner Rzewnicki – remarked on Hurricane Debby and was encouraged by the support that was shared among neighbors helping others to prepare beforehand and clean up afterwards.

She reminded everyone that the Don CeSar Property Owners Corporation is having its annual meeting tomorrow, August 14th at 6:00 p.m. at Don Vista. There is a pet parade on Saturday, October 26th from 10:00 a.m. to 12:00 p.m. at Lazarillo Park – it is open to all residents.

Commissioner Filtz – announced the Seaside Seabird Sanctuary will be at the Library tomorrow at noon.

Commissioner Marriott – complimented the City Manager’s communication and responsiveness since coming on board and appreciates the efforts made.

Mayor Petrila – commended City staff and emergency workers for their efforts during Hurricane Debby.

He also complimented the City Manager on the efforts and progress made since coming to the City in July.

The Mayor will be leaving tomorrow to attend the Florida League of Cities Conference and is excited to attend the classes and learn from others. He will be back on Sunday.

Mayor Petrila adjourned the meeting at 8:09 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

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

Agenda Report

Action Request:

Strategic Objective: Internal Operations and Safety

Date: August 27, 2024

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Frances Robustelli, City Manager

Summary of Issue: In May 2021, the City passed Resolution 2021-12 supporting Safe Streets Pinellas, Forward Pinellas' Vision Zero effort. Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. As part of this effort, the City partnered with Forward Pinellas and FDOT to complete a Safety Study on Gulf Boulevard. The goal of the study was to develop preliminary concept plans of potential improvements for implementation to help improve safety and connectivity for all modes of travel on Gulf Blvd. The City Commission approved the agreement with Forward Pinellas for the Study in August 2022.

The Study kicked off in October 2022. There were (2) Community Workshops in February 2023 and April 2024. In March 2023, In-field analysis was conducted and completed.

Nousheen Rahman, Principal Planner with Forward Pinellas presented the results of the Study at the July 9, 2024, Commission meeting which included recommendations and conceptual alternatives to consider for implementation.

Resolution 2024-05, if passed and approved, will adopt The Gulf Boulevard Conceptual Alternatives and Safety Study.

Funding: The study was funded by Foward Pinellas and had no fiscal impact to the City.

Attachments:

1. SPB Resolution 2024-05 Gulf Blvd Safety Study Final

RESOLUTION 2024-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ADOPTING THE GULF BOULEVARD CONCEPTUAL ALTERNATIVES AND SAFETY STUDY CONDUCTED IN PARTNERSHIP WITH FORWARD PINELLAS AND FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, Forward Pinellas presented the Gulf Boulevard Conceptual Alternatives and Safety Study at the July 9, 2024, City Commission meeting.

WHEREAS, the City of St. Pete Beach supports improved safety conditions along Gulf Boulevard.

WHEREAS, the City Commission of the City of St. Pete desires to adopt the Gulf Boulevard Conceptual Alternatives and Safety Study.

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

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

SECTION 2. The City Commission hereby adopts the Gulf Boulevard Conceptual Alternatives and Safety Study conducted in partnership with Forward Pinellas and the Florida Department of Transportation.

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

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2024.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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

Agenda Report

Action Request: Motion to adopt Resolution 2024-06.

Strategic Objective: NA

Date: August 27, 2024

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: In accordance with Section 38.12 of the Code of Ordinances, the City delegates the certification of votes to the Pinellas County Canvassing Board. On August 20, 2024, the Canvassing Board certified the official results of said election for Commissioner - District 2 as noted on the attached.

At the time of Agenda publication, the City Clerk's Office had not received the official certified results for the August 20, 2024, Special Election for District 2 candidates from the Pinellas County Supervisor of Elections. The Resolution with a copy of the certified results will be available for review and inspection at the August 27, 2024, City Commission meeting.

Funding: NA

Attachments:

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

Agenda Report

Action Request: I move to authorize the City Manager to enter into a purchase agreement with Rowland, Inc. in the amount of \$30,578.00 to repair the Sanitary Sewer Lateral at 8200 Boca Ciega Dr.

Strategic Objective: Infrastructure

Date: August 27, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Frances Robustelli, City Manager

Summary of Issue: In July, the property owner of 8200 Boca Ciega Dr contacted the Public Works Department to report a depression forming in the Right-of-Way along the 82nd Ave side of their property. This prompted an immediate inspection by the City's Senior Engineering Technician, who identified the depression as being in line with the sanitary sewer lateral, suggesting potential damage to the pipe.

In response to this inspection, the City mobilized Rowland, Inc., through use of the On-Call Civil & Large Pipeline Contract, approved 5-0 at the October 26, 2021 City Commission Meeting, to perform televising to investigate the scope of the issue and provide a recommendation for repair or replacement of the infrastructure. Through use of lateral launch technology, Rowland's investigation confirmed the presence of offset joints in the lateral. The need to repair offset joints is significant as they can lead to blockages, Inflow and Infiltration (I & I), and ultimately, surface depressions, posing risks to public safety and potentially leading to more extensive and costly damage if not addressed promptly.

Rowland, Inc. provided a quote, through the Wastewater System Point Repairs Contract, approved 5-0 at the November 10, 2021 Commission Meeting, to excavate and replace the lateral, install a 6" cleanout, and restore the surrounding asphalt and concrete.

Funding:

There is adequate funds in the Wastewater Fund – R & M - Other (101-5469) to complete the project.

Attachments:

1. Rowland, Inc. Quote for Sanitary Sewer Lateral Repair at 8200 Boca Ciega Dr
2. Inspection photos from Rowland, Inc.
3. Rowland On-Call Civil & Large Pipeline Contract
4. Rowland Wastewater System Point Repairs Contract

8200 Boca Ciega/LATERAL SERVICE

Bid Item	Description	Quantity	Unit	Unit Price	Total
1	MOBILIZATION FOR ROUTINE RESPONSE	1	EA	4,125.00	4,125.00
10	SIGNS IN WORK ZONES	50	EA / DY	2.00	100.00
14	BARRICADES TYPE III, WITH WARNING LIGHTS	4	EA / DY	8.00	32.00
15	BARRICADES TYPE I OR II, WITH WARNING LIGHTS	100	EA / DY	2.00	200.00
20	WELL POINT DEWATERING INITIAL - 6'-8' DEEP	1	EA	5,060.00	5,060.00
147	INSTALL PVC CLEANOUT	1	EA	1,050.00	1,050.00
150	REMOVE PIPE 6" or 8" (GRAVITY SEWER)	10	LF	79.00	790.00
161	6" PIPE - INSTALL OR ADJUST SERVICE LATERAL 0'-6' DEEP	1	EA	3,426.00	3,426.00
273	INITIAL EXCAVATION - 6'- 8' DEEP	1	EA	10,348.00	10,348.00
299	8" DIA. PIPE GRAVITY SEWER POINT REPAIR (PVC REPLACEMEN	1	EA	3,335.00	3,335.00
343	ROADWAY BASE, CRUSHED CONCRETE/GRADED AGGREGATE, I	4	CY	174.00	696.00
345	SUPERPAVE ASPHALT CONCRETE, TYPE SP 9.5, FINE, TRAFFIC I	2	TN	358.00	716.00
353	CURB & GUTTER, CONCRETE, FDOT TYPE D	10	LF	70.00	700.00
					30,578.00



CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

On-Call Civil & Large Pipeline Contractor Services

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

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

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

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public

employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.
4. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
5. Vendor shall deliver the goods, or provide the services, described herein no later than 9/30/2025 ("completion date").
6. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
7. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

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

As to City:

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

Rowland Inc.

City of St. Pete Beach:

Signature: 

Signature: 

By: Kenneth D. Rowland, Vice President

By: Alex Berg

Its: _____

Its: City Manager

Date: 9/17/2021

Date: 10.26.21

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:


Andrew Dickman
City Attorney


Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”
(Vendor’s “Piggy-Back” Contract)



FINANCE & ADMINISTRATION DIVISION
CHRISTINA SACKETT, CFO

PURCHASING DEPARTMENT
STACY GUNDRY, PURCHASING SPECIALIST II

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

CONTRACT NO. 2021-045

FOR

ON CALL GENERAL CIVIL CONTRACTOR SERVICES

WITH

ROWLAND INC.

TABLE OF CONTENTS

Title	Page(s)
Contract Form	3
Exhibits	
Exhibit A – Tampa Bay Water Documents	19
Addendum One	20
Invitation to Bid	24
Exhibit B – Bidder's Response Forms	46
Addenda Acknowledgment Form	47
Bid Price Form	48
Authorized Signatures	51
Non-Collusion Affidavit	52
E-Verify Form	53
Florida Bid Bond	55
Bidders Reference List	57
Exhibit C – Insurance Forms	58

CONTRACT FORM

CONTRACT

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

WITNESSETH:

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

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

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

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

1.0 RETENTION

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

2.0 TERM

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

3.0 GOODS AND/OR SERVICES

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

4.0 **COMPENSATION**

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

5.0 **TERMINATION OF CONTRACT**

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

6.0 **SUBCONTRACTORS**

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

7.0 **INDEMNIFICATION**

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

8.0 **CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT**

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

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

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

9.0 LIABILITY INSURANCE

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

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

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

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

12.0 INSURANCE OF THE CONTRACTOR PRIMARY

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

13.0 LOSS CONTROL/SAFETY

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

14.0 MISCELLANEOUS PROVISIONS

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

If to TAMPA BAY WATER:

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

If to the CONTRACTOR:

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

15.0 SCRUTINIZED COMPANIES AND PUBLIC ENTITY CRIMES STATEMENT

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

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

16.0 PUBLIC RECORDS AND AUDIT RIGHTS

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

- 16.1 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.
- 16.2 Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
- 16.3 Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.
- 16.5 Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the Agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

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

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

WITNESS:

Rowland Inc.



By: K.D. Rowland

Date: 6/30/2021

Kevin D. Rowland, President

Name

(CORPORATE SEAL)

ATTEST:

TAMPA BAY WATER, A Regional
Water Supply Authority


Secretary

By: Dave Eggen

Its: Chairman

Date: 8/16/21

APPROVED AS TO FORM:

(SEAL)


General Counsel

GENERAL CONTRACT CONDITIONS

Non-Construction

1. Definitions

The following definitions are applicable to this CONTRACT:

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

2. Priority

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

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

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

3. Change Orders

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

4. Disputes

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

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

5. Termination for Convenience and Default

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

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

6. Assignment of Contract

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

7. Certificate and Release

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

8. Organizational Conflicts of Interest

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

9. Inspection and Acceptance

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

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

15. Equal Opportunity

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

16. Taxes and Charges

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

17. Responsibility of Contractor to Act in Emergency

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

18. Cost Substantiation

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

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

EXHIBIT A
TAMPA BAY WATER DOCUMENTS



Board of Directors

Dave Eggers

Ron Oakley

Harry Cohen

Rob Marlowe

Charlie Miranda

Kathleen Peters

Darden Rice

Mariella Smith

Kathryn Starkey

Interim General Manager

Charles H. Carden

General Counsel

Barrie S. Buenaventura

Conn & Buenaventura, P.A.

ADDENDUM NUMBER ONE

TO

CONTRACT DOCUMENTS

FOR

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

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

RE: REMINDERS & INQUIRIES

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

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

REMINDERS:

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

QUESTIONS:

Q1: What is the term of the contract?

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

2.0 **TERM**

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

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



Board of Directors

Dave Eggers

Ron Oakley

Harry Cohen

Rob Marlowe

Charlie Miranda

Kathleen Peters

Darden Rice

Mariella Smith

Kathryn Starkey

Interim General Manager

Charles H. Carden

General Counsel

Barrie S. Buenaventura

Conn & Buenaventura, P.A.

Q2: Are there any planned tasks for these contracts?

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

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

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

Q 4 Is it the intention that all pipelines disinfected no matter how small in diameter or how short in length will be paid under this bid item?

A 4: Yes.

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

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

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

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

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

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

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

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

END OF ADDENDUM NO. 1

Contract No.: 2021-044 - 047

Addendum No.: One

Date: 04/30/21



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

XXXXXXXXXX A00 EN000 ONE ATTACHMENT ONE

BID OPENING TABULATION

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

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



XXXXXXXXXX XXXX A XXX EN XXX ONE ATTACH ENT ONE

BID OPENING TABULATION

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

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

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

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

DESCRIPTION OF BID:

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

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

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

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

All Bids should be labeled with the Bidder's name and marked:
"SEALED BID FOR ON CALL GENERAL CIVIL & LARGE PIPELINE CONTRACTOR
SERVICES #'s 2021-044, 2021-045, 2021-046 & 2021-047".

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

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

BID BOND/SECURITY REQUIRED: No: _____ Yes: X
The Bond/security shall be in the amount of Amount \$5,000.00. Bidder is hereby directed to Part II General Conditions, Section 10 Bid Bond portion of this ITB for more information regarding the required Bond/security.

FOR ADDITIONAL INFORMATION CONTACT:

Name of Purchasing Representative: Stacy Gundry

Title: Purchasing Specialist II

Telephone: 727-669-4825

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

PART I - GENERAL INFORMATION AND INSTRUCTIONS

1. BACKGROUND

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

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

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

2. BID OVERVIEW AND BACKGROUND

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

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

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

3. BID PRICE FORM

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

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

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

4. ADDITIONAL INFORMATION REQUIREMENTS

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

5. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

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

6. SALES AND USE TAXES

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

7. COMPLETE PRICING

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

8. MULTIPLE BIDS PROHIBITED

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

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

9. AUTHORIZED SIGNATURE

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

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

10. SUBMITTAL DATE AND PACKAGE REQUIREMENTS

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

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

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

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

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

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

File Link: <https://tampabaywater.sharefile.com/r-r8a7845784a3e405786c517aa6e8352c6>

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

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

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

11. PRE-BID CONFERENCE AND INQUIRIES

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

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

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

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Access Code: 247-823-317

Join from a video-conferencing room or system.

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

Meeting ID: 247 823 317

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

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

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

12. DESIGNATED CONTACT

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

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

sgundry@tampabaywater.org
purchasing@tampabaywater.org

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

13. ADDENDA

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

14. ACCEPTANCE AND RIGHT OF REJECTION

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

15. WAIVER OF MINOR IRREGULARITIES OR ERRORS

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

16. AWARD

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

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

PART II GENERAL CONDITIONS:

BIDDER'S ACKNOWLEDGEMENTS1. EXPENSES

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

2. INTERPRETATION

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

3. PUBLIC RECORDS

- 3.1. Each Bidder, by submitting a Bid, acknowledges the agency's legal obligation in accordance with Chapter 119 of the Florida Statutes, to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the Bidder establishes its right to a public records exception. It is the responsibility of the Bidder alone to establish its right to any such exception. Under no circumstances will Tampa Bay Water be responsible or liable to a Bidder or any other party as a result of disclosing any such information or materials.
- 3.2. Each Bidder may clearly mark each page of the Bid that contains trade secrets or other confidential commercial or financial information which the Bidder believes should not be disclosed outside of the agency. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. Bidders are informed that Tampa Bay Water is subject to the Florida Public Records and Sunshine Laws.
- 3.3. Each Bidder, by submitting a bid acknowledges and agrees that if awarded a contract as a result of this Bid the following conditions will be made a part of the contract.
 - a. Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
 - b. Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.
 - d. Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor or keep and maintain public

records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the Agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.

4. CONTRACT FORM AND ACCEPTANCE

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

5. CONTRACT EXECUTION, INSURANCE FORMS, AND BONDS

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

6. PROVISION FOR OTHER AGENCIES

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

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

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

8. NOTIFICATION OF RIGHT TO PROTEST

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

9. FAILURE TO FILE A PROTEST

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

10. BID BOND

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

11. STATEMENT OF NON-COLLUSION

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

12. EMPLOYEE VERIFICATION

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

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

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

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

13. CONSUMPTION ESTIMATES

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

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

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

15. SIMILAR SERVICES

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

16. FORCE MAJEURE

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

17. NEW PRODUCT(S)

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

18. VENDOR'S STOCK

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

19. WARRANTY

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PART III ADDITIONAL CONDITIONS

1. OWNER'S RIGHTS

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

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

2. DISQUALIFICATION

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

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

3. NON-BINDING

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

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

4. **INITIAL TERM**

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

5. **SUPPLEMENTAL CONTRACT EXTENSION PERIOD**

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

6. **PRICE ESCALATION/DE-ESCALATION**

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

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

7. **NON-APPROPRIATION OF FUNDS**

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

PART IV – BID FORMS

[SEE EXHIBIT B FOR BIDDER'S RESPONSE FORMS]

PART V – TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. GENERAL

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

2. PURPOSE

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

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

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

3. PERSONNEL AND CONTACTS

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

Name: _____

Title: _____

Phone Number: _____

4. BACKGROUND AND IDENTIFICATION

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

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

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

5. SCHEDULED SERVICE COORDINATION

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

6. EMERGENCY RESPONSE PROCEDURES

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

Normal Business Hours Emergency Response

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

Off Hours Emergency Response

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

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

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

7. MAJOR EVENT EMERGENCY RESPONSE

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

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

8. OTHER AS NEEDED SERVICES

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

9. SAFETY

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

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

10. PAYMENT

- 10.1. Tampa Bay Water will reimburse Contractor for its costs for labor, materials, replacement parts and Subcontract services at actual cost plus a fixed cost fee as outlined below for all As-Needed projects. All parts and equipment costs will be noted and reported to Tampa Bay Water through approved invoices.
- 10.2. Any item used on the work which is not covered on the Bid Price Form and for which the contractor seeks payment will be considered "cost reimbursement work". The term "cost reimbursement work" shall be for work performed and compensated on a time and expense basis, that is, on an accounting of the contractor's forces, materials, equipment, and other items of cost as required and used to do the work.
- 10.3. The contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment shall be made for the documented actual cost of the following:
 - 10.3.1. LABOR

For those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by Tampa Bay Water.
 - 10.3.2. Specific Sub Contractors to the Large Pipeline Contractor

The Large Pipeline Contractor shall include rates in their quote for the following two sub-contracted specialties:

 - 10.3.2.1. Welder – The hourly rate shall include a certified welder and a truck fully equipped with an engine driven welder, oxygen and acetylene cylinders and other accessories as would be necessary to weld or cut carbon steel pipelines on site.
 - 10.3.2.2. Disinfection - Water main disinfection to AWWA standards of 50 PPM chlorine residual shall be added at a cost per 1 Million Gallons of water introduced into the pipeline, then subsequently flushed from the pipeline and de-chlorinated for disposal. Assume no cost to purchase the water. Assume contractors cost to provide the chlorination chemical, whether Calcium or Sodium Hypochlorite. Assume contractor cost to provide the de-chlorination chemical.
 - 10.3.3. EQUIPMENT

Equipment is to include trucks, tractors, cranes, lifts, hand tools, and specialty tools, fuel, supplies, maintenance, renewals and depreciation when equipment is owned by Contractor or an approved sub-contractor. When equipment is rented, it will include rental, or equivalent rental cost of equipment, including specialty labor that may be required for transportation of items having a rental value in excess of \$100.00.

10.3.4. TOOLS

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

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

10.3.5. PARTS AND MATERIALS

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

10.3.6. PERMITS

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

10.3.7. RENTALS

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

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

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

EXHIBIT B
BIDDER'S RESPONSE FORMS

ADDENDA ACKNOWLEDGMENT FORM

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

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

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

PART A - CIVIL CONTRACTOR BID PRICE FORM

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE
Labor				
1	Foreman	Hour	1	110.00
2	Operator	Hour	1	90.00
3	Truck Driver	Hour	1	55.00
4	Pipe Layer - For Pipes ≤ 48" Dia.	Hour	1	85.00
5	Laborer	Hour	1	80.00
Equipment				
6	Foreman P/U with hand tools	Hour	1	55.00
7	Job truck with mandatory tools *note*	Hour	1	60.00
8	Crane (20 Ton)	Hour	1	85.00
9	Crane (60 Ton)	Hour	1	120.00
10	Tractor & Trailer (Transport)	Hour	1	50.00
11	Track Hoe (to 100 HP)	Hour	1	120.00
12	Track Hoe (101 HP to 170 HP)	Hour	1	140.00
13	Rubber Tired Backhoe	Hour	1	40.00
14	Wheel Loader (to 150 HP)	Hour	1	80.00
15	Wheel Loader (151 HP and up)	Hour	1	85.00
16	Track Type Tractors (to 100 HP)	Hour	1	30.00
17	Track Type Tractors (101 HP up)	Hour	1	32.00
18	Dump Truck (Tandem Axle)	Hour	1	70.00
19	Plate Tamp	Hour	1	15.00
20	3" Trash Pump	Hour	1	15.00
21	4" Double Diaphragm Pump	Hour	1	25.00
22	Air Compressor (125 SCFM)	Hour	1	20.00
23	Well Point Pump	Day	1	90.00
24	4" Jet Pump	Day	1	30.00
Material				
25	2500psi Concrete (Un-formed)	Cu. Yd.	1	120.00
26	Off Site Select Fill	Cu. Yd.	1	10.00
27	Limerock Base Material	Ton	1	15.00
28	#57 Washed Stone	Ton	1	30.00
29	Asphalt Paving (1½" Thick; Type S-3)	Sq. Yd.	1	4.00
30	Bahia Sod	Sq. Yd.	1	6.00
Sub-Contractor				
31	Welder with Truck	Hour	1	55.00
32	Tractor with 7' Bush Hog	Hour	1	15.00
PROPOSED TOTAL CONTRACT BID PRICE (Basis of Award):				\$ 1,837.00
Note Job truck with mandatory tools to include all items listed on Table 1 in the specifications.				

PART B - LARGE PIPELINE CONTRACTOR BID PRICE FORM

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

PART A - PROPOSED TOTAL CONTRACT BID PRICE

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

PART B - PROPOSED TOTAL CONTRACT BID PRICE

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

Rowland Inc.

Firm Name

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

Firm Address

K. D. Rowland

Authorized Signature

Kevin D. Rowland, President

Printed Name

(727) 545-3815

Phone Number

kevin@rowland-inc.com

E-Mail Address

FOR A CORPORATION OR A LIMITED LIABILITY CORPORATION

STATE OF Florida
COUNTY OF Pinellas

SWORN TO and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
11th day of May, 2021, by Kevin D. Rowland
_____, who is President (Title) of
Rowland Inc.

_____, (Corporation Name) a corporation under the laws of the State of Florida
_____, on behalf of the said corporation.. (He) is personally known to me R has produced _____
_____ as identification and (did) (did not) take an oath.

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

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

HONORE P. DUFAUX III
NOTARY PUBLIC
STATE OF FLORIDA
NO. 023197410
MY COMMISSION EXPIRES MAR 18, 2022

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Pinellas

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

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

By: K. O. Rowland

Title: President

(Corporate Seal)

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

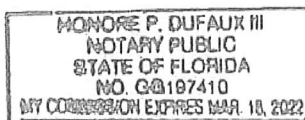
Honore P. DuFaux III

Notary Public

My commission expires:

Honore P. DuFaux III

Print Name



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

STATE OF Florida
COUNTY OF Pinellas

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

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

"Contractor/Consultant/Vendor").

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

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

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

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

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

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

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

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

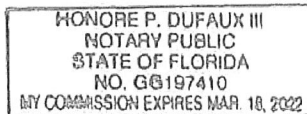
12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with Tampa Bay Water, it shall provide immediate notice thereof to Tampa Bay Water.

Kevin D. Rowland
Signature of Affiant
on behalf of Contractor/Vendor

By: Kevin D. Rowland
As its: President
Dated: May 11, 2021

STATE OF Florida
COUNTY OF Pinellas

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



My Commission Expires:

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

FLORIDA BID BOND

Know all men by these presents:

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

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

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

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

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

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

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

Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford CT 06183
(Address)

860-277-0111
(Telephone Number)

Kevin Wojtowicz
(Name of Duly Authorized Florida Agent)

1000 Central Ave #200, St. Petersburg FL 33705
(Address)

727-209-1803
(Telephone Number)

Signed and sealed this 11th day of May, 2021.

Witness

[Signature]

Bidder/Principal: Rowland, Inc.

By: [Signature]

Kevin D. Rowland, President
Name and Title

Surety: Travelers Casualty and Surety Company of America

Witness
[Signature]
Eileen Heard

By Agent: Kevin Wojtowicz

[Signature]

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

References

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

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

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

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

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

EXHIBIT C
INSURANCE FORMS

Tampa Bay Water
General Insurance Requirements Matrix

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

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

ACORD

Client#: 1916902

569ROWLAINC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/02/2021

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

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

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

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		GLP376329303	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CAP376329203	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$10000	☒ OCCUR ☐ CLAIMS-MADE	ZUP16N2512820NF	10/01/2020	10/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC376330202	10/01/2020	10/01/2021	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Liability		G71152613003	10/01/2020	10/01/2021	Each/\$2M/Agg: \$4M \$2,500 Deductible
E	Equip Fl/Inst Fl		06707028ECE	10/01/2020	10/01/2021	SEE BELOW

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

E) Equipment Floater/Installation Floater:

\$2,500 Deductible

Limit of Insurance:
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Tampa Bay Water 2575 Enterprise Road Clearwater, FL 33763	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S28334880/M28199194

KTNG

DESCRIPTIONS (Continued from Page 1)

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

Waiver of Subrogation applies in respects to the General Liability, Auto Liability and Workers' Compensation when required by written contract.

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

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

EXHIBIT "C"
(Vendor's Proposal to the City)

September 15, 2021

INTERVAL DATE 30 days from Quotation

FIGURE 3-1 Various As-Need Projects

OWNER **City of St. Pete Beach**

OTE

on

cts

RETAINAGE

LINE TOTAL

proud applicator of

COAT

rehabilitating manholes

successful applications

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

WASTEWATER SYSTEM POINT REPAIRS

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

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility, the Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of

this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Vendor shall deliver the goods, or provide the services, described herein no later than 9/30/2024 ("completion date").

6. This Agreement will remain in effect for a period of three (3) years with two (2) one (1) year extensions.

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

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

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

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

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

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

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

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

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

15. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

Agreement, without the express written consent of the City.

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

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

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

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

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

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

As to Vendor:

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

As to City:

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

Rowland Inc.,

City of St. Pete Beach:

Signature: K. D. Rowland

Signature: [Signature]

By: Kevin Rowland

By: [Signature]

Its: President

Its: City Manager

Date: 12/15/2021

Date: 11/24/21

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

[Signature]
Andrew Dickman
City Attorney

[Signature]
Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

EXHIBIT “C”

(Place RFB behind this page)

COPY



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 1

WASTEWATER SYSTEM REPAIRS

Issued September 7, 2021

*Note that this Addendum changes the bid due date and time as stated in the above referenced RFB. **Sealed bids must be received by 10:00 AM on September 22, 2021**, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.*

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

Initial

KOR



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 2

WASTEWATER SYSTEM REPAIRS

Issued September 13, 2021

Note that this Addendum does not change the revised bid due date and time as stated in Addendum 1. Sealed bids still must be received by 10:00 AM on September 22, 2021, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Q: Is there a pre-bid sign in sheet available?

A: Hinterland Group, Inc.

AEGION/ Insituform

Rowland Inc.

Synergy Equipment

TNEMIC

Q: Is there any way that this meeting was recorded?

A: Meeting Recording:

https://us02web.zoom.us/rec/share/eQWRuZtuHR03gdkA93YK5fBop91Yc4ocH-bU9oeRj9XLmF4nQowFUL_C-Q38SgCn.5iAdCmxf2VdNiUZO

Q: Please advise if a Bid Bond is required for this bid and if so, what percentage.

A: No, however the City is requiring a Performance Bond in an amount at least equal to 100% of the Contract Price based on estimated quantities.

Q: In reference to “References and Minimum Qualifications”, I see the City is looking for 3 professional, business references in addition to any governmental references in which our firm completed similar work within a five year period. Am I correct to assume the City is asking for *all* past governmental jobs within the past 5 years pertaining to the same type of work we are bidding, or is there a minimum amount of governmental references the City would like?

A: The City is requesting a minimum of three references for similar work with governmental agencies within the past 5 years. Additional references with private businesses showing experience with similar work may be submitted in addition to the three governmental agency references.

Q: In Section 21.03, Paragraph 4, will the city consider changing the installer requirements to match the product requirements of a minimum of 250,000 LF?

A: No, installer requirements will remain the same.

Q: In Section 21.03, Paragraph 4, will the city consider adding “In the State of Florida” to the installation experience requirement language?

A: No, installer requirements will remain the same.

Q: Has the city set an annual budget ?

A: The City's annual budget is set each year during budget preparation and is dependent on the number of other projects necessary within the Wastewater System. The City of St. Pete Beach typically allocates between \$500,000 and \$1,000,000 per year for Wastewater System repairs.

Q: What is the size of each individual work order that will be issued?

A: Work orders for point repairs range in size from a single repair of a failed pipe to multiple repairs on pipes in various locations throughout the City. Work orders for pipe lining generally range from 15 – 50 pipes in each release.

Q: In section 21.03 of the specifications it lays out the requirements of the installer. My question pertains to last paragraph of this section; "Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to the proposal due date". Is pre-approval is required to bid this project ?

A: Products that differ from the requirements outlined in the specifications will require pre-approval.

Q: I am the regional manager for Epoxytec International Water and Wastewater Lining Solutions. I am requesting approval for Epoxytec CPP Sprayliner/series Structural Epoxy System as an "or equal" to xxx material section Technical Specifications sections 37 – Wastewater Structure Rehabilitation for concrete wet wells, sewer maintenance holes, vaults, and other structures that require field-lined epoxy – Coatings Products.

A: This product will be accepted if it is an approved equal and intended for use in high H₂S environments. Please provide a detailed specification, in addition to confirmation on warranty. Please note, epoxy liner systems will be utilized on less than 5% of City structures.

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

Initial KOR

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in wastewater system repairs.

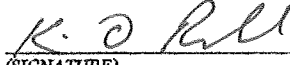
The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without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

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

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

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

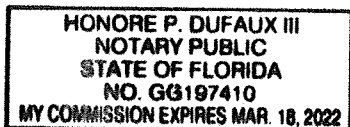
The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Wastewater System Repairs."

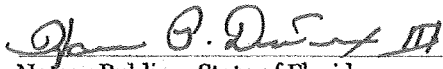
COMPANY: Rowland Inc. DATE: September 10, 2021
ADDRESS: 6855 102nd Ave. N. Pinellas Park, FL 33782 PHONE: (727) 545-3815
BIDDER:  NAME: Kevin D. Rowland, President
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of September, 2021, by Kevin D. Rowland, who is personally known to me or has produced Personally Known as identification.

(SEAL)




Notary Public – State of Florida

Honore P. DuFaux III
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

SUBMIT BID TO:

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

III. Fee Schedules

CITY OF ST. PETERS BEACH					
WASTEWATER SYSTEM REHABILITATION SERVICES					
WASTEWATER SYSTEM MANHOLE REHABILITATION					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
1	Mobilization	1	EA	1.00	1.00
2	Flagmen (Per-Flagmen)	20	HR	22.00	440.00
3	Multi Lane, Lane Closures (FDOT Index No. 613)	10	EA/DY	350.00	3,500.00
4	Multi Lane, Intersection (FDOT Index No. 615)	10	EA/DY	450.00	4,500.00
5	Arrow Boards - 5' Minimum Horizontal Size	10	EA/DY	200.00	2,000.00
6	Variable Message Board	10	EA/DY	62.50	625.00
7	Concrete Barrier (FDOT Index No. 100)	10	EA/DY	25.00	250.00
8	Low Profile Barrier (FDOT Index No. 120)	10	EA/DY	19.00	190.00
9	Signs in Work Zones	10	EA/DY	3.00	30.00
10	6" Solid line Thermo Plastic - Permanent	200	LF	1.00	200.00
11	24" Stop Bar, Solid, Thermo Plastic, Perm.	200	LF	1.00	200.00
12	6" Skip line (6'-10' Skip) Thermo Plastic-Perm.	200	LF	1.00	200.00
13	Barricades Type III, with Warning Lights	1000	EA/DY	1.00	1,000.00
14	Barricades Type I or II, with Warning Lights	1000	EA/DY	1.00	1,000.00
15	Repair Manhole Bench and Channel	10	EA	450.00	4,500.00
16	Repair Chimney, Adjust/Replace MH Casting- Unpaved	10	EA	400.00	4,000.00
17	Repair Chimney, Adjust/Replace MH Casting- Asphalt Pavement	100	EA	500.00	50,000.00
18	Rebuild Corbel/Chimney for Type B Manhole Casting	10	EA	100.00	1,000.00
19	Furnish Manhole Casting - Type B	10	EA	100.00	1,000.00
20	Furnish Manhole Casting - Type E	30	EA	350.00	10,500.00
21	Severe Manhole Infiltration Elimination	10	EA	650.00	6,500.00
22	Chemical Sealing - Grout	50	GAL	125.00	6,250.00
23	Internal Chimney Sealant - Type B Manhole Casing	5	EA	100.00	500.00
24	Internal Chimney Sealant - Type E Manhole Casing	10	EA	100.00	1,000.00
25	Additional Access Cost for Manhole Coating	10	EA	10.00	100.00
26	Bypass Pumping Setup - 6"-10" diameter	5	EA	50.00	250.00
27	Bypass Pumping Setup - 12"-14" diameter	20	EA	50.00	1,000.00
28	Bypass Pumping Setup - 15" to 21" diameter	10	EA	50.00	500.00
29	Bypass Pumping Setup - 24" diameter	5	EA	150.00	750.00
30	Bypass Pumping Operation - 6"-10" diameter	10	DAY	50.00	500.00
31	Bypass Pumping Operation - 12"-14" diameter	50	DAY	100.00	5,000.00
32	Bypass Pumping Operation - 15" to 21" diameter	25	DAY	100.00	2,500.00
33	Bypass Pumping Operation - 24" diameter	15	DAY	150.00	2,250.00
34	Pure Calcium Aluminate Cementitious MH Coating - 48" diameter, Initial	50	EA	660.00	33,000.00
35	Pure Calcium Aluminate Cementitious MH Coating - 60" diameter, Initial	10	EA	680.00	6,800.00
36	Pure Calcium Aluminate Cementitious MH Coating - 72" diameter, Initial	5	EA	700.00	3,500.00
37	Pure Calcium Aluminate Cementitious MH Coating - 48" diameter, Additional	250	VF	160.00	40,000.00
38	Pure Calcium Aluminate Cementitious MH Coating - 60" diameter, Additional	50	VF	175.00	8,750.00
39	Pure Calcium Aluminate Cementitious MH Coating - 72" diameter, Additional	25	VF	185.00	4,625.00
40	Reinforced Polymer MH Coating - 48" diameter, Initial	5	EA	950.00	4,750.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM MANHOLE REHABILITATION					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
41	Reinforced Polymer MH Coating - 60" diameter, Initial	5	EA	975.00	4,875.00
42	Reinforced Polymer MH Coating - 72" diameter, Initial	5	EA	985.00	4,925.00
43	Reinforced Polymer MH Coating - 48" diameter, Additional	25	VF	260.00	6,500.00
44	Reinforced Polymer MH Coating - 60" diameter, Additional	25	VF	325.00	8,125.00
45	Reinforced Polymer MH Coating - 72" diameter, Additional	25	VF	326.00	8,150.00
46	Concrete Curb Replacement - Type D	100	LF	5.00	500.00
47	Concrete Curb Replacement - Type F	100	LF	54.00	5,400.00
48	Concrete Curb Replacement - Miami Curb	100	LF	81.00	8,100.00
49	Concrete Sidewalk Replacement - 4" Thick	50	SY	10.00	500.00
50	Concrete Sidewalk Replacement - 6" Thick	50	SY	12.00	600.00
51	Concrete Driveway Replacement - 4" Thick	50	SY	12.00	600.00
52	Concrete Driveway Replacement - 6" Thick	50	SY	12.00	600.00
53	Inflow Dish	100	EA	110.00	11,000.00
GRAND TOTAL					\$273,536.00

LIQUIDATED DAMAGES

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

CITY OF ST. PETERSBURG WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM PIPE LINING					
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
1	Mobilization	1	EA	No Bid	No Bid
2	Flagmen (Per-Flagmen)	20	HR	No Bid	No Bid
3	Multi Lane, Lane Closures (FDOT Index No. 613)	10	EA/DY	No Bid	No Bid
4	Multi Lane, Intersection (FDOT Index No. 615)	10	EA/DY	No Bid	No Bid
5	Arrow Boards - 5' Minimum Horizontal Size	10	EA/DY	No Bid	No Bid
6	Variable Message Board	10	EA/DY	No Bid	No Bid
7	Concrete Barrier (FDOT Index No. 100)	10	EA/DY	No Bid	No Bid
8	Low Profile Barrier (FDOT Index No. 120)	10	EA/DY	No Bid	No Bid
9	Signs in Work Zones	10	EA/DY	No Bid	No Bid
10	6" Solid line Thermo Plastic - Permanent	200	LF	No Bid	No Bid
11	24" Stop Bar, Solid, Thermo Plastic, Perm.	200	LF	No Bid	No Bid
12	6" Skip line (6'-10' Skip) Thermo Plastic-Perm.	200	LF	No Bid	No Bid
13	Barricades Type III, with Warning Lights	1000	EA/DY	No Bid	No Bid
14	Barricades Type I or II, with Warning Lights	1000	EA/DY	No Bid	No Bid
15	CIPP Main Liner 6" Diameter - 6.0 mm thickness	1100	LF	No Bid	No Bid
16	CIPP Main Liner 8" Diameter - 6.0 mm thickness	72200	LF	No Bid	No Bid
17	CIPP Main Liner 10" Diameter - 6.0 mm thickness	3600	LF	No Bid	No Bid
18	CIPP Main Liner 12" Diameter - 6.0 mm thickness	2400	LF	No Bid	No Bid
19	CIPP Main Liner 15" Diameter - 7.5 mm thickness	1500	LF	No Bid	No Bid
20	CIPP Main Liner 18" Diameter - 9.0 mm thickness	1800	LF	No Bid	No Bid
21	CIPP Main Liner 21" Diameter - 9.0 mm thickness	2900	LF	No Bid	No Bid
22	CIPP Main Liner 24" Diameter - 10.5 mm thickness	3800	LF	No Bid	No Bid
23	CIPP Main Liner 6" Diameter - Thickness Variance + 1.5mm	300	LF	No Bid	No Bid
24	CIPP Main Liner 8" Diameter - Thickness Variance + 1.5mm	5000	LF	No Bid	No Bid
25	CIPP Main Liner 10" Diameter - Thickness Variance + 1.5mm	1000	LF	No Bid	No Bid
26	CIPP Main Liner 12" Diameter - Thickness Variance + 1.5mm	1000	LF	No Bid	No Bid
27	CIPP Main Liner 15" Diameter - Thickness Variance + 1.5mm	300	LF	No Bid	No Bid
28	CIPP Main Liner 18" Diameter - Thickness Variance + 1.5mm	300	LF	No Bid	No Bid
29	CIPP Main Liner 21" Diameter - Thickness Variance + 1.5mm	300	LF	No Bid	No Bid
30	CIPP Main Liner 24" Diameter - Thickness Variance + 1.5mm	300	LF	No Bid	No Bid
31	Bypass Pumping Setup - 6-10" diameter	5	EA	No Bid	No Bid
32	Bypass Pumping Setup - 12" -14" diameter	45	EA	No Bid	No Bid
33	Bypass Pumping Setup - 15" to 21" diameter	20	EA	No Bid	No Bid
34	Bypass Pumping Setup - 24" diameter	5	EA	No Bid	No Bid
35	Bypass Pumping Operation - 6"-10" diameter	10	DAY	No Bid	No Bid
36	Bypass Pumping Operation - 12"-14" diameter	90	DAY	No Bid	No Bid
37	Bypass Pumping Operation - 15" to 21" diameter	40	DAY	No Bid	No Bid
38	Bypass Pumping Operation - 24" diameter	10	DAY	No Bid	No Bid
39	Normal Cleaning - 6" and 8" diameter	73300	LF	No Bid	No Bid
40	Normal Cleaning - 10" and 12" diameter	6000	LF	No Bid	No Bid

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM PIPE LINING					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
41	Normal Cleaning - 15" and 18" diameter	3300	LF	No Bid	No Bid
42	Normal Cleaning - 21" and 24" diameter	6700	LF	No Bid	No Bid
43	Specialty Cleaning - 6" and 8" diameter	1000	LF	No Bid	No Bid
44	Specialty Cleaning - 10" and 12" diameter	100	LF	No Bid	No Bid
45	Specialty Cleaning - 15" and 18" diameter	50	LF	No Bid	No Bid
46	Specialty Cleaning - 21" and 24" diameter	100	LF	No Bid	No Bid
47	Chemical Sealing of Host Pipe - 10" diameter and less	30	EA	No Bid	No Bid
48	Chemical Sealing of Host Pipe - 12" and 15" diameter	10	EA	No Bid	No Bid
49	Chemical Sealing of Host Pipe - 18" to 24" diameter	5	EA	No Bid	No Bid
50	Chemical Sealing - Grout	100	GAL	No Bid	No Bid
51	Removal & Sealing of Protruding Service Connections	25	EA	No Bid	No Bid
52	Additional Access Cost Main Liner	25	EA	No Bid	No Bid
53	Service Reconnection	200	EA	No Bid	No Bid
54	CIPP Liner Testing	5	EA	No Bid	No Bid
GRAND TOTAL					\$ -

LIQUIDATED DAMAGES

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

CITY OF ST. PETE BEACH
WASTEWATER SYSTEM REHABILITATION SERVICES
WASTEWATER SYSTEM POINT REPAIRS

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
1	Mobilization for Routine Response	20	EA	4,125.00	82,500.00
2	Mobilization for Emergency Response	6	EA	8,250.00	49,500.00
3	Flagmen (Per-Flagmen)	20	HR	33.00	660.00
4	Multi Lane, Lane Closures (FDOT Index No. 613)	5	EA/DY	1,698.00	8,490.00
5	Multi Lane, Intersection (FDOT Index No. 615)	5	EA/DY	1,698.00	8,490.00
6	Arrow Boards - 5' Minimum Horizontal Size	10	EA/DY	45.00	450.00
7	Variable Message Board	10	EA/DY	75.00	750.00
8	Concrete Barrier (FDOT Index No. 415)	10	EA/DY	30.00	300.00
9	Low Profile Barrier (FDOT Index No. 412)	10	EA/DY	23.00	230.00
10	Signs in Work Zones	10	EA/DY	2.00	20.00
11	6" Solid line Thermo Plastic - Permanent	200	LF	11.00	2,200.00
12	24" Stop Bar, Solid, Thermo Plastic, Perm.	200	LF	38.00	7,600.00
13	6" Skip line (6'-10' Skip) Thermo Plastic-Perm.	200	LF	11.00	2,200.00
14	Barricades Type III, with Warning Lights	1000	EA/DY	8.00	8,000.00
15	Barricades Type I or II, with Warning Lights	1000	EA/DY	2.00	2,000.00
16	As-Built Survey	5	EA	3,783.00	18,915.00
17	Excavation, Unsuitable Material	100	CY	91.00	9,100.00
18	Sheeting & Bracing (Left in Place)	500	SF	61.00	30,500.00
19	Sheeting & Bracing, Pipe Trenches (Removed)	2500	SF	29.00	72,500.00
20	Well Point Dewatering Initial - 6'-8' Deep	10	EA	5,060.00	50,600.00
21	Well Point Dewatering Initial - 8'-10' Deep	10	EA	5,143.00	51,430.00
22	Well Point Dewatering Initial - 10'-12' Deep	5	EA	5,225.00	26,125.00
23	Well Point Dewatering Initial - 12'-14' Deep	5	EA	5,363.00	26,815.00
24	Well Point Dewatering Initial - 14'-16' Deep	3	EA	5,544.00	16,632.00
25	Well Point Dewatering Initial - > 16' Deep	3	EA	6,534.00	19,602.00
26	Well Point Dewatering Additional - 6'-8' Deep	200	EA	94.00	18,800.00
27	Well Point Dewatering Additional - 8'-10' Deep	200	EA	103.00	20,600.00
28	Well Point Dewatering Additional - 10'-12' Deep	100	EA	116.00	11,600.00
29	Well Point Dewatering Additional - 12'-14' Deep	100	EA	155.00	15,500.00
30	Well Point Dewatering Additional - 14'-16' Deep	50	EA	231.00	11,550.00
31	Well Point Dewatering Additional - > 16' Deep	50	EA	309.00	15,450.00
32	Jack & Bore 12" x .188" Steel Casing (6" GS)	40	LF	195.00	7,800.00
33	Jack & Bore 16" x .219" Steel Casing (8" GS)	40	LF	420.00	16,800.00
34	Jack & Bore 20" x .250" Steel Casing (10" GS)	40	LF	516.00	20,640.00
35	Jack & Bore 24" x .281" Steel Casing (12" GS)	40	LF	556.00	22,240.00
36	2" Directional Drill HDPE DR 9, IPS OD	200	LF	30.00	6,000.00
37	4" Directional Drill HDPE DR 11, DIPS OD	300	LF	46.00	13,800.00
38	6" Directional Drill HDPE DR 11, DIPS OD	500	LF	64.00	32,000.00
39	8" Directional Drill HDPE DR 11, DIPS OD	500	LF	91.00	45,500.00
40	10" Directional Drill HDPE DR 11, DIPS OD	500	LF	130.00	65,000.00
41	12" Directional Drill HDPE DR 11, DIPS OD	300	LF	181.00	54,300.00
42	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 0' - 6' Depth	100	LF	82.00	8,200.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
43	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 6' - 8' Depth	200	LF	80.00	16,000.00
44	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 8' - 10' Depth	100	LF	80.00	8,000.00
45	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 10' - 12' Depth	50	LF	92.00	4,600.00
46	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 12' - 14' Depth	50	LF	92.00	4,600.00
47	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 14' - 16' Depth	50	LF	108.00	5,400.00
48	6" PVC Pipe, C-900 DR 18 (Gravity Sewer) 16' - 18' Depth	50	LF	132.00	6,600.00
49	8" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	50	LF	123.00	6,150.00
50	8" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	100	LF	125.00	12,500.00
51	8" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	100	LF	125.00	12,500.00
52	8" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	50	LF	136.00	6,800.00
53	8" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	50	LF	136.00	6,800.00
54	8" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	50	LF	153.00	7,650.00
55	8" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	50	LF	177.00	8,850.00
56	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 0' - 6' Depth	200	LF	87.00	17,400.00
57	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 6' - 8' Depth	400	LF	89.00	35,600.00
58	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 8' - 10' Depth	400	LF	89.00	35,600.00
59	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 10' - 12' Depth	400	LF	100.00	40,000.00
60	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 12' - 14' Depth	400	LF	100.00	40,000.00
61	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 14' - 16' Depth	200	LF	116.00	23,200.00
62	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 16' - 18' Depth	200	LF	140.00	28,000.00
63	10" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	50	LF	135.00	6,750.00
64	10" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	100	LF	137.00	13,700.00
65	10" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	100	LF	137.00	13,700.00
66	10" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	50	LF	149.00	7,450.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
67	10" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	50	LF	149.00	7,450.00
68	10" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	50	LF	165.00	8,250.00
69	10" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	50	LF	165.00	8,250.00
70	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 0' - 6' Depth	100	LF	96.00	9,600.00
71	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 6' - 8' Depth	400	LF	98.00	39,200.00
72	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 8' - 10' Depth	400	LF	98.00	39,200.00
73	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 10' - 12' Depth	400	LF	110.00	44,000.00
74	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 12' - 14' Depth	400	LF	110.00	44,000.00
75	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 14' - 16' Depth	200	LF	126.00	25,200.00
76	10" PVC Pipe, C-900 DR 18 (Gravity Sewer) 16' - 18' Depth	200	LF	150.00	30,000.00
77	12" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	50	LF	151.00	7,550.00
78	12" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	100	LF	152.00	15,200.00
79	12" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	100	LF	152.00	15,200.00
80	12" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	100	LF	164.00	16,400.00
81	12" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	100	LF	164.00	16,400.00
82	12" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	50	LF	180.00	9,000.00
83	12" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	50	LF	204.00	10,200.00
84	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 0' - 6' Depth	100	LF	109.00	10,900.00
85	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 6' - 8' Depth	200	LF	111.00	22,200.00
86	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 8' - 10' Depth	200	LF	111.00	22,200.00
87	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 10' - 12' Depth	100	LF	122.00	12,200.00
88	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 12' - 14' Depth	100	LF	122.00	12,200.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
89	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 14' - 16' Depth	50	LF	138.00	6,900.00	
90	12" PVC Pipe, C-900 DR 18 (Gravity Sewer) 16' - 18' Depth	50	LF	162.00	8,100.00	
91	16" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	200	LF	189.00	37,800.00	
92	16" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	400	LF	191.00	76,400.00	
93	16" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	400	LF	191.00	76,400.00	
94	16" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	200	LF	202.00	40,400.00	
95	16" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	200	LF	202.00	40,400.00	
96	16" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	100	LF	218.00	21,800.00	
97	16" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	100	LF	242.00	24,200.00	
98	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 0' - 6' Depth	100	LF	115.00	11,500.00	
99	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 6' - 8' Depth	200	LF	117.00	23,400.00	
100	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 8' - 10' Depth	200	LF	117.00	23,400.00	
101	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 10' - 12' Depth	100	LF	128.00	12,800.00	
102	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 12' - 14' Depth	100	LF	128.00	12,800.00	
103	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 14' - 16' Depth	50	LF	144.00	7,200.00	
104	16" PVC Pipe, C-905 DR 18 (Gravity Sewer) 16' - 18' Depth	50	LF	168.00	8,400.00	
105	18" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	200	LF	230.00	46,000.00	
106	18" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	400	LF	234.00	93,600.00	
107	18" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	400	LF	234.00	93,600.00	
108	18" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	200	LF	249.00	49,800.00	
109	18" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	200	LF	249.00	49,800.00	
110	18" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	100	LF	267.00	26,700.00	
111	18" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	100	LF	298.00	29,800.00	

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
112	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 0' - 6' Depth	100	LF	137.00	13,700.00	
113	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 6' - 8' Depth	200	LF	141.00	28,200.00	
114	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 8' - 10' Depth	200	LF	141.00	28,200.00	
115	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 10' - 12' Depth	100	LF	155.00	15,500.00	
116	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 12' - 14' Depth	100	LF	155.00	15,500.00	
117	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 14' - 16' Depth	50	LF	175.00	8,750.00	
118	18" PVC Pipe, C-905 DR 21 (Gravity Sewer) 16' - 18' Depth	50	LF	204.00	10,200.00	
119	21" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	200	LF	190.00	38,000.00	
120	21" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	400	LF	192.00	76,800.00	
121	21" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	400	LF	192.00	76,800.00	
122	21" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	200	LF	200.00	40,000.00	
123	21" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	200	LF	200.00	40,000.00	
124	21" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	100	LF	211.00	21,100.00	
125	21" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	100	LF	227.00	22,700.00	
126	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 0' - 6' Depth	100	LF	161.00	16,100.00	
127	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 6' - 8' Depth	200	LF	166.00	33,200.00	
128	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 8' - 10' Depth	200	LF	166.00	33,200.00	
129	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 10' - 12' Depth	100	LF	181.00	18,100.00	
130	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 12' - 14' Depth	100	LF	181.00	18,100.00	
131	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 14' - 16' Depth	50	LF	202.00	10,100.00	
132	21" PVC Pipe, C-905 DR 21 (Gravity Sewer) 16' - 18' Depth	50	LF	235.00	11,750.00	
133	24" DI Pipe, CL 350 (Gravity Sewer) 0' - 6' Depth	200	LF	326.00	65,200.00	
134	24" DI Pipe, CL 350 (Gravity Sewer) 6' - 8' Depth	400	LF	331.00	132,400.00	

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
135	24" DI Pipe, CL 350 (Gravity Sewer) 8' - 10' Depth	400	LF	331.00	132,400.00	
136	24" DI Pipe, CL 350 (Gravity Sewer) 10' - 12' Depth	200	LF	349.00	69,800.00	
137	24" DI Pipe, CL 350 (Gravity Sewer) 12' - 14' Depth	200	LF	349.00	69,800.00	
138	24" DI Pipe, CL 350 (Gravity Sewer) 14' - 16' Depth	100	LF	371.00	37,100.00	
139	24" DI Pipe, CL 350 (Gravity Sewer) 16' - 18' Depth	100	LF	407.00	40,700.00	
140	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 0' - 6' Depth	100	LF	231.00	23,100.00	
141	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 6' - 8' Depth	200	LF	237.00	47,400.00	
142	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 8' - 10' Depth	200	LF	237.00	47,400.00	
143	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 10' - 12' Depth	100	LF	253.00	25,300.00	
144	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 12' - 14' Depth	100	LF	253.00	25,300.00	
145	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 14' - 16' Depth	50	LF	276.00	13,800.00	
146	24" PVC Pipe, C-905 DR 21 (Gravity Sewer) 16' - 18' Depth	50	LF	311.00	15,550.00	
147	Install PVC Cleanout	10	EA	1,050.00	10,500.00	
148	Replace PVC Cleanout with Manhole Structure	10	EA	5100.00	51,000.00	
149	Remove Pipe 2" or 4" (Gravity Sewer)	200	LF	73.00	14,600.00	
150	Remove Pipe 6" or 8" (Gravity Sewer)	400	LF	79.00	31,600.00	
151	Remove Pipe 10" or 12" (Gravity Sewer)	400	LF	100.00	40,000.00	
152	Remove Pipe 15", 16" or 18" (Gravity Sewer)	200	LF	128.00	25,600.00	
153	Remove Pipe 21" or 24" (Gravity Sewer)	200	LF	158.00	31,600.00	
154	4" Pipe - Install or Adjust Service Lateral 0'-6' Deep	3	EA	3,179.00	9,537.00	
155	4" Pipe - Install or Adjust Service Lateral 6'-8' Deep	3	EA	3,179.00	9,537.00	
156	4" Pipe - Install or Adjust Service Lateral 8'-10' Deep	3	EA	3,559.00	10,677.00	
157	4" Pipe - Install or Adjust Service Lateral 10'-12' Deep	3	EA	3,559.00	10,677.00	
158	4" Pipe - Install or Adjust Service Lateral 12'-14' Deep	2	EA	4,350.00	8,700.00	
159	4" Pipe - Install or Adjust Service Lateral 14'-16' Deep	2	EA	4,350.00	8,700.00	

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
160	4" Pipe - Install or Adjust Service Lateral 16'-18' Deep	2	EA	6,488.00	12,976.00
161	6" Pipe - Install or Adjust Service Lateral 0'-6' Deep	3	EA	3,426.00	10,278.00
162	6" Pipe - Install or Adjust Service Lateral 6'-8' Deep	3	EA	3,426.00	10,278.00
163	6" Pipe - Install or Adjust Service Lateral 8'-10' Deep	3	EA	3,803.00	11,409.00
164	6" Pipe - Install or Adjust Service Lateral 10'-12' Deep	3	EA	3,803.00	11,409.00
165	6" Pipe - Install or Adjust Service Lateral 12'-14' Deep	2	EA	4,575.00	9,150.00
166	6" Pipe - Install or Adjust Service Lateral 14'-16' Deep	2	EA	4,575.00	9,150.00
167	6" Pipe - Install or Adjust Service Lateral 16'-18' Deep	2	EA	6,714.00	13,428.00
168	2" Sewer Line Manhole Connection	3	EA	414.00	1,242.00
169	4" Sewer Line Manhole Connection	3	EA	476.00	1,428.00
170	6" Sewer Line Manhole Connection	5	EA	638.00	3,190.00
171	8" Sewer Line Manhole Connection	5	EA	838.00	4,190.00
172	10" Sewer Line Manhole Connection	3	EA	954.00	2,862.00
173	12" Sewer Line Manhole Connection	3	EA	972.00	2,916.00
174	16" Sewer Line Manhole Connection	3	EA	1,140.00	3,420.00
175	18" Sewer Line Manhole Connection	2	EA	1,560.00	3,120.00
176	21" Sewer Line Manhole Connection	2	EA	1,650.00	3,300.00
177	24" Sewer Line Manhole Connection	2	EA	3,750.00	7,500.00
178	2" Inside Drop Connection	3	EA	1,314.00	3,942.00
179	4" Inside Drop Connection	3	EA	1,854.00	5,562.00
180	6" Inside Drop Connection	3	EA	1,920.00	5,760.00
181	8" Inside Drop Connection	5	EA	2,070.00	10,350.00
182	10" Inside Drop Connection	3	EA	3,288.00	9,864.00
183	12" Inside Drop Connection	3	EA	3,858.00	11,574.00
184	15"/16" Inside Drop Connection	3	EA	4,104.00	12,312.00
185	18" Inside Drop Connection	2	EA	4,392.00	8,784.00
186	21" Inside Drop Connection	3	EA	5,292.00	15,876.00
187	24" Inside Drop Connection	2	EA	8,142.00	16,284.00
188	Grouting Out of Service Pipe (Force Main)	30	CY	330.00	9,900.00
189	Disconnect & Plug 2" or 4" Pipe	5	EA	660.00	3,300.00
190	Disconnect & Plug 6" or 8" Pipe	5	EA	1,018.00	5,090.00
191	Disconnect & Plug 10" or 12" Pipe	5	EA	1,166.00	5,830.00
192	2" PVC Restrained Joint Pipe & Fittings FM, SDR 21	200	LF	42.00	8,400.00
193	4" PVC Pipe, C-900 DR 18 (Force Main)	500	LF	40.00	20,000.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
194	4" PVC Restrained Joint Pipe & Fittings FM, C-900 DR 18	100	LF	44.00	4,400.00	
195	6" PVC Pipe, C-900 DR 18 (Force Main)	500	LF	44.00	22,000.00	
196	6" PVC Restrained Joint Pipe & Fittings FM, C-900 DR 18	100	LF	48.00	4,800.00	
197	8" PVC Pipe, C-900 DR 18 (Force Main)	500	LF	49.00	24,500.00	
198	8" PVC Restrained Joint Pipe & Fittings FM, C-900 DR 18	100	LF	56.00	5,600.00	
199	10" PVC Pipe, C-900 DR 18 (Force Main)	500	LF	64.00	32,000.00	
200	10" PVC Restrained Joint Pipe & Fittings FM, C-900 DR 18	100	LF	76.00	7,600.00	
201	12" PVC Pipe, C-900 DR 18 (Force Main)	300	LF	73.00	21,900.00	
202	12" PVC Restrained Joint Pipe & Fittings FM, C-900 DR 18	100	LF	88.00	8,800.00	
203	2" Restrained Joints	20	EA	105.00	2,100.00	
204	4" Restrained Joints	20	EA	133.00	2,660.00	
205	6" Restrained Joints	20	EA	156.00	3,120.00	
206	8" Restrained Joints	20	EA	226.00	4,520.00	
207	10" Restrained Joints	20	EA	401.00	8,020.00	
208	12" Restrained Joints	20	EA	439.00	8,780.00	
209	2"-4" Forcemain Pipe and Appurtenances - Over Depth Excavation	400	LF	26.00	10,400.00	
210	6"-8" Forcemain Pipe and Appurtenances - Over Depth Excavation	500	LF	26.00	13,000.00	
211	10"-12" Forcemain Pipe and Appurtenances - Over Depth Excavation	200	LF	33.00	6,600.00	
212	Remove Out of Service Pipe 2" or 4" (Force Main)	500	LF	36.00	18,000.00	
213	Remove Out of Service Pipe 6" or 8" (Force Main)	1000	LF	44.00	44,000.00	
214	Remove Out of Service Pipe 10" or 12" (Force Main)	500	LF	54.00	27,000.00	
215	2" Sleeved Connection	6	EA	304.00	1,824.00	
216	4" Sleeved Connection	6	EA	890.00	5,340.00	
217	6" Sleeved Connection	10	EA	1,679.00	16,790.00	
218	8" Sleeved Connection	10	EA	1,713.00	17,130.00	
219	10" Sleeved Connection	4	EA	2,014.00	8,056.00	
220	12" Sleeved Connection	4	EA	2,302.00	9,208.00	
221	Reverse Deadman for 2" or 4" Pipe	3	EA	1,401.00	4,203.00	
222	Reverse Deadman for 6" or 8" Pipe	5	EA	1,781.00	8,905.00	
223	Reverse Deadman for 10" or 12" Pipe	3	EA	2,849.00	8,547.00	
224	DI Fittings FM C 153 (Compact Body)	2	TN	41,380.00	82,760.00	
225	2" Air Release Assembly (In-line)	2	EA	14,958.00	29,916.00	

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
226	2" Air Release Assembly (Offset)	2	EA	10,200.00	20,400.00
227	2" RWGV (Resilient Wedge Gate Valve) & Box	4	EA	1,155.00	4,620.00
228	4" RWGV & Box C 515	4	EA	1,429.00	5,716.00
229	6" RWGV & Box C 515	10	EA	1,816.00	18,160.00
230	8" RWGV & Box C 515	5	EA	2,548.00	12,740.00
231	10" RWGV & Box C 515	2	EA	3,676.00	7,352.00
232	12" RWGV & Box C 515	2	EA	4,077.00	8,154.00
233	Adjust Valve Box to Finished Grade (In Pavement)	5	EA	578.00	2,890.00
234	Adjust Valve Box to Finished Grade (Outside of Pavement)	5	EA	278.00	1,390.00
235	4" Line Stop	1	EA	8,234.00	8,234.00
236	6" Line Stop	1	EA	9,320.00	9,320.00
237	8" Line Stop	1	EA	11,682.00	11,682.00
238	10" Line Stop	1	EA	15,300.00	15,300.00
239	12" Line Stop	1	EA	16,740.00	16,740.00
240	4" x 2" Tapping Saddle Valve & Box	2	EA	1,774.00	3,548.00
241	4" x 4" Tapping Sleeve Valve & Box	2	EA	3,759.00	7,518.00
242	6" x 2" Tapping Saddle Valve & Box	2	EA	1,801.00	3,602.00
243	6" x 4" Tapping Sleeve Valve & Box	2	EA	3,629.00	7,258.00
244	6" x 6" Tapping Sleeve Valve & Box	2	EA	4,454.00	8,908.00
245	8" x 2" Tapping Saddle Valve & Box	2	EA	1,829.00	3,658.00
246	8" x 4" Tapping Sleeve Valve & Box	2	EA	3,644.00	7,288.00
247	8" x 6" Tapping Sleeve Valve & Box	2	EA	4,145.00	8,290.00
248	8" x 8" Tapping Sleeve Valve & Box	2	EA	5,486.00	10,972.00
249	10" x 2" Tapping Saddle Valve & Box	2	EA	1,856.00	3,712.00
250	10" x 4" Tapping Sleeve Valve & Box	2	EA	3,688.00	7,376.00
251	10" x 6" Tapping Sleeve Valve & Box	2	EA	4,227.00	8,454.00
252	10" x 8" Tapping Sleeve Valve & Box	2	EA	5,556.00	11,112.00
253	10" x 10" Tapping Sleeve Valve & Box	2	EA	7,414.00	14,828.00
254	12" x 2" Tapping Saddle Valve & Box	2	EA	1,870.00	3,740.00
255	12" x 4" Tapping Sleeve Valve & Box	2	EA	3,927.00	7,854.00
256	12" x 6" Tapping Sleeve Valve & Box	2	EA	4,294.00	8,588.00
257	12" x 8" Tapping Sleeve Valve & Box	2	EA	5,398.00	10,796.00
258	12" x 10" Tapping Sleeve Valve & Box	2	EA	7,021.00	14,042.00
259	12" x 12" Tapping Sleeve Valve & Box	2	EA	9,471.00	18,942.00
260	4' Dia. - Precast Manhole Standard	30	VF	1,275.00	38,250.00
261	4' Dia. - Precast Manhole Inside Drop	10	VF	1,643.00	16,430.00
262	4' Dia. - Precast Manhole Outside Drop	10	VF	1,448.00	14,480.00
263	5' Dia. - Precast Manhole Standard	30	VF	1,605.00	48,150.00
264	5' Dia. - Precast Manhole Inside Drop	10	VF	1,943.00	19,430.00
265	5' Dia. - Precast Manhole Outside Drop	10	VF	1,838.00	18,380.00
266	5' Dia. - Precast Air Release Manhole	10	VF	2,078.00	20,780.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
267	6' Dia. - Precast Manhole Standard	30	VF	2,025.00	60,750.00
268	6' Dia. - Precast Manhole Inside Drop	10	VF	2,370.00	23,700.00
269	6' Dia. - Precast Manhole Outside Drop	10	VF	2,265.00	22,650.00
270	Removal of Existing Manhole	3	EA	1,478.00	4,434.00
271	Remove Existing Manhole Additional	30	VF	132.00	3,960.00
272	Initial Excavation - 0'-6' Deep	5	EA	9,811.00	49,055.00
273	Initial Excavation - 6'-8' Deep	6	EA	10,348.00	62,088.00
274	Initial Excavation - 8'-10' Deep	6	EA	9,893.00	59,358.00
275	Initial Excavation - 10'-12' Deep	6	EA	12,265.00	73,590.00
276	Initial Excavation - 12'-14' Deep	3	EA	12,925.00	38,775.00
277	Initial Excavation - 14'-16' Deep	3	EA	14,493.00	43,479.00
278	Initial Excavation - 16'-18' Deep	2	EA	15,352.00	30,704.00
279	Initial Excavation - 18'-20' Deep	2	EA	16,363.00	32,726.00
280	Additional Excavation - 0'-6' Deep	100	LF	106.00	10,600.00
281	Additional Excavation - 6'-8' Deep	100	LF	95.00	9,500.00
282	Additional Excavation - 8'-10' Deep	100	LF	116.00	11,600.00
283	Additional Excavation - 10'-12' Deep	100	LF	116.00	11,600.00
284	Additional Excavation - 12'-14' Deep	100	LF	165.00	16,500.00
285	Additional Excavation - 14'-16' Deep	100	LF	165.00	16,500.00
286	Additional Excavation - 16'-18' Deep	50	LF	234.00	11,700.00
287	Additional Excavation - 18'-20' Deep	50	LF	234.00	11,700.00
288	Wastewater Bypass Pumping, Set up, 6" - 10" diameter	5	EA	908.00	4,540.00
289	Wastewater Bypass Pumping, Set up, 12" - 14" diameter	2	EA	1,246.00	2,492.00
290	Wastewater Bypass Pumping, Set up, 15" - 21" diameter	2	EA	1,664.00	3,328.00
291	Wastewater Bypass Pumping, Set up, 24" diameter	2	EA	2,496.00	4,992.00
292	Wastewater Bypass Pumping, Operation, 6" - 10" diameter	10	DAY	2,723.00	27,230.00
293	Wastewater Bypass Pumping, Operation, 12" - 14" diameter	5	DAY	5,754.00	28,770.00
294	Wastewater Bypass Pumping, Operation, 15" - 21" diameter	5	DAY	5,754.00	28,770.00
295	Wastewater Bypass Pumping, Operation, 24" diameter	2	DAY	7,920.00	15,840.00
296	6" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	3,910.00	7,820.00
297	6" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	5	EA	3,054.00	15,270.00
298	8" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	4,314.00	8,628.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
299	8" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	5	EA	3,335.00	16,675.00
300	10" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	4,898.00	9,796.00
301	10" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	5	EA	3,654.00	18,270.00
302	12" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	6,089.00	12,178.00
303	12" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	5	EA	4,002.00	20,010.00
304	15"/16" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	8,260.00	16,520.00
305	15"/16" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	2	EA	7,154.00	14,308.00
306	18" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	11,361.00	22,722.00
307	18" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	2	EA	8,735.00	17,470.00
308	21" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	14,642.00	29,284.00
309	21" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	2	EA	11,597.00	23,194.00
310	24" Dia. Pipe Gravity Sewer Point Repair (DI Replacement Pipe)	2	EA	16,494.00	32,988.00
311	24" Dia. Pipe Gravity Sewer Point Repair (PVC Replacement Pipe)	2	EA	13,325.00	26,650.00
312	6" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	142.00	2,840.00
313	6" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	50	LF	87.00	4,350.00
314	8" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	163.00	3,260.00
315	8" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	100	LF	102.00	10,200.00
316	10" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	175.00	3,500.00
317	10" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	100	LF	141.00	14,100.00
318	12" Dia. Pipe Gravity Sewer Point Repair Additional Length (DI Replacement Pipe)	50	LF	204.00	10,200.00
319	12" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	20	LF	177.00	3,540.00

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
320	15"/16" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	279.00	5,580.00	
321	15"/16" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	50	LF	151.00	7,550.00	
322	18" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	322.00	6,440.00	
323	18" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	50	LF	171.00	8,550.00	
324	21" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	397.00	7,940.00	
325	21" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	50	LF	233.00	11,650.00	
326	24" Dia. Pipe Gravity Sewer Point Repair - Additional Length (DI Replacement Pipe)	20	LF	485.00	9,700.00	
327	24" Dia. Pipe Gravity Sewer Point Repair - Additional Length (PVC Replacement Pipe)	50	LF	350.00	17,500.00	
328	2" Dia. Pipe Forcemain Point Repair	3	EA	2,008.00	6,024.00	
329	4" Dia. Pipe Forcemain Point Repair	3	EA	3,649.00	10,947.00	
330	6" Dia. Pipe Forcemain Point Repair	3	EA	4,221.00	12,663.00	
331	8" Dia. Pipe Forcemain Point Repair	3	EA	5,169.00	15,507.00	
332	10" Dia. Pipe Forcemain Point Repair	2	EA	5,019.00	10,038.00	
333	12" Dia. Pipe Forcemain Point Repair	2	EA	5,723.00	11,446.00	
334	Replace Manhole Ring & Cover (Asphalt Pavement)	5	EA	2,340.00	11,700.00	
335	Replace Manhole Ring & Cover (Unpaved)	5	EA	878.00	4,390.00	
336	Manhole Bench Replacement, 4' Diameter	2	EA	667.00	1,334.00	
337	Manhole Bench Replacement, 5' Diameter	2	EA	756.00	1,512.00	
338	Manhole Bench Replacement, 6' Diameter	2	EA	853.00	1,706.00	
339	Adjust Manhole Ring & Cover to Finished Grade (In Pavement)	5	EA	1,614.00	8,070.00	
340	Adjust Manhole Ring & Cover to Finished Grade (Outside of Pavement)	5	EA	713.00	3,565.00	
341	Flowable Concrete Fill	100	CY	228.00	22,800.00	
342	Roadway Base, Lime Rock, Primed, Min. LBR 100, Variable Thickness	120	CY	220.00	26,400.00	
343	Roadway Base, Crushed Concrete/Graded Aggregate, Min. LBR 100, Variable Thickness	120	CY	174.00	20,880.00	
344	Superpave Asphalt Base, Type B 12.5, Variable Thickness	50	TN	358.00	17,900.00	
345	Superpave Asphalt Concrete, Type SP 9.5, Fine, Traffic Level C, Variable Thickness	100	TN	358.00	35,800.00	
346	Superpave Asphalt Concrete, Type SP 12.5, Fine, Traffic Level C, Variable Thickness	100	TN	358.00	35,800.00	

CITY OF ST. PETE BEACH WASTEWATER SYSTEM REHABILITATION SERVICES WASTEWATER SYSTEM POINT REPAIRS						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
347	Pavement, Cement Concrete, 6" Min Thickness (Driveways)	100	SY	165.00	16,500.00	
348	Pavement, Cement Concrete, 8" Thick	100	SY	303.00	30,300.00	
349	Driveway Restoration, In Kind, Decorative Block	50	SY	160.00	8,000.00	
350	Milling Existing Asphalt Pavement, 1/2" Average Depth	150	SY	26.00	3,900.00	
351	Milling Existing Asphalt Pavement, 3/4" Average Depth	150	SY	26.00	3,900.00	
352	Milling Existing Asphalt Pavement, 1" Average Depth	150	SY	26.00	3,900.00	
353	Curb & Gutter, Concrete, FDOT Type D	100	LF	70.00	7,000.00	
354	Curb & Gutter Concrete, FDOT Type F	100	LF	85.00	8,500.00	
355	Curb & Gutter, Concrete, Miami Curb	300	LF	128.00	38,400.00	
356	Valley Gutter, Concrete, PCED Index 1315	100	LF	128.00	12,800.00	
357	Sidewalk, Concrete, 4" Min. Thickness, Remove and Replace	500	SF	12.00	6,000.00	
358	Sidewalk, Concrete, 6" Min. Thickness, Remove and Replace	500	SF	39.00	19,500.00	
359	Sodding	4500	SF	1.00	4,500.00	
GRAND TOTAL					\$ 6,876,150.00	

LIQUIDATED DAMAGES

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

V. REFERENCES & MINIMUM QUALIFICATIONS

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

See Attached

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

Underground Utilities

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

None

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

Rowland Inc. is not presently in violation of any Statutes or Rules
Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

Aggregate Bond Capacity is \$35,000,000.00 - No Claims

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

BIDDER'S EXPERIENCE LIST

CUSTOMER NAME	ADDRESS	PHONE NUMBER	DESCRIPTION OF WORK	CONTACT NAME
Pinellas County	14 South Fort Harrison Avenue Clearwater, Florida 33756	(727) 464-4223	As-Needed Sewer Repair Annual Contract	Dennis Simpson
Pasco County	19420 Central Blvd. Land O'Lakes, FL 34637	(813) 235-6189 ext. 6953	As-Needed Sewer Repair Annual Contract	Eddie Elmore
City of Clearwater	100 S. Myrtle Ave. Clearwater, FL 33756	(727) 562-4798	As-Needed Sewer Repair Annual Contract	Todd Kuhnel
City of St. Pete Beach	155 Corey Avenue St. Pete Beach, FL 33706	(727) 363-9254	As-Needed Sewer Repair Annual Contract	Brett Warner
City of St. Petersburg	1650 Third Avenue North St. Petersburg, Florida 33713	(727) 892-5659	As-Needed Sewer Repair Annual Contract	Tony Seufert
Tampa Bay Water	2535 Landmark Drive Clearwater, Florida 33761	(727) 796-2355	As-Needed Contractor Service	Ed Davis

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

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

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

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

by: Kevin D. Rowland, President

(Print individual's name and title)

for: Rowland Inc.

(Print name of entity submitting sworn statement)

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

(Business address)

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

59-0978899

(FEIN)

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

(SSN)

by the individual signing this sworn statement:

K. D. Rowland
(Signature)

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

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

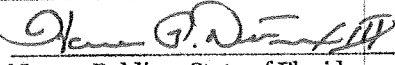
5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods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

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

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of September, 2021, by Kevin D. Rowland, who is personally known to me or has produced Personally Known as identification.

(SEAL)


Notary Public - State of Florida

Honore P. DuFaux III

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

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Pinellas

I state that I Kevin D. Rowland, President of Rowland Inc.,
(Name and Title) (Name of Firm)

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

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

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

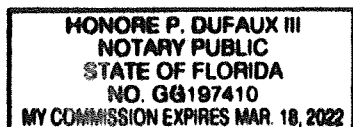
Name of Organization: Rowland Inc.

Signed By: K. D. Rowland

Print Name: Kevin D. Rowland

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of September, 2021, by Kevin D. Rowland, who is personally known to me or has produced Personally Known as identification.

(SEAL)



Honore P. DuFaux III
Notary Public – State of Florida

Honore P. DuFaux III
(Print, Type, Stamp, or Commissioned Name of Notary Public)

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

Agenda Report

Action Request: I move to authorize the City Manager to enter into a purchase agreement with Rowland, Inc. in the amount of \$40,687.50 to repair the Stormwater Gravity Main at 3526 Belle Vista Dr.

Strategic Objective: Infrastructure

Date: August 27, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Frances Robustelli, City Manager

Summary of Issue: Following Hurricane Idalia, the property owner of 3526 Belle Vista Dr contacted the Public Works Department to report a depression forming adjacent to the seawall on the southeastern side of his property. The City's Stormwater Maintenance Team visited the property and televised the gravity main, GM0344, that runs along the property line of 3526 Belle Vista Dr and 3536 Belle Vista Dr. There were no substantial findings, and the property owner was advised that it was most probable that material was flowing out through the annular space around the pipe penetration of the seawall during tidal transitions. It was recommended that seawall maintenance be performed by the property owners.

In March 2024, the property owner of 3526 Belle Vista Dr contacted the Public Works Department again to report the depression worsening. The City's Stormwater Maintenance Team returned to re-televiser the gravity main. Unfortunately, the CCTV pipe inspection camera failed during the subsequent inspection and required emergency repairs. The City's Stormwater Maintenance Team returned to re-televiser the gravity main in April 2024 once the camera was repaired. This inspection yielded the same results as the post-hurricane inspection, and the property owner was advised to perform seawall maintenance.

In June 2024, the property owners of both 3526 Belle

Vista Dr and 3536 Belle Vista Dr reported worsening conditions. Because the situation continued to worsen and a void had developed, the Public Works Director performed a site inspection which revealed a possible pipe bell housing deterioration. Following the inspection, the City mobilized Rowland, Inc., through use of the On-Call Civil & Large Pipeline Contract, approved 5-0 at the October 26, 2021 City Commission Meeting, to perform additional investigation of the scope of the issue and provide a recommendation for repair or replacement of the infrastructure. Through use of more advanced camera technologies, Rowland's investigation confirmed the presence of bell housing separation, which explains the loss of soil.

Due to significant obstructions in the easement, heavy equipment cannot access the repair location. As a result, Rowland, Inc. provided a quote to hand excavate the gravity main, approximately 5' from the seawall, and repair the joints with a concrete collar and restore the area to the original elevations. In addition to the gravity main repair, the quote includes the removal and replacement of the deteriorated inlet grate located in the street Right-of-Way of 3526 Belle Vista Dr.

Funding:

Stormwater Fund – R & M - Other (103-5469)

Attachments:

1. Rowland, Inc. Quote for Stormwater Gravity Main Repair at 3526 Belle Vista Dr
2. Inspection photos from Rowland, Inc.
3. Rowland On-Call Civil & Large Pipeline Contract

Rowland, Incorporated

3526 Belle Vista Dr - Outfall & Inlet Repair

Cost Estimate

Item	Description	Quant.	u/m	Unit cost	Total
LABOR					
1	Foreman	40.00	Hour	110.00	4,400.00
1a	Foreman - overtime	5.00	Hour	165.00	825.00
2	Operator	80.00	Hour	90.00	7,200.00
2a	Operator - overtime	0.00	Hour	135.00	0.00
3	Truck Driver	16.00	Hour	55.00	880.00
3a	Truck Driver - overtime	0.00	Hour	82.50	0.00
4	Pipe-Layer - for pipes ≤ 48" Dia.	80.00	Hour	85.00	6,800.00
4a	Pipe-Layer - overtime	5.00	Hour	127.50	637.50
5	Laborer	80.00	Hour	80.00	6,400.00
5a	Laborer - overtime	0.00	Hour	120.00	0.00
EQUIPMENT					
6	Foreman's P/U w/ Hand Tools	45.00	Hour	55.00	2,475.00
7	Job Truck w/Tools	61.00	Hour	60.00	3,660.00
8	Crane (20 Ton)	0.00	Hour	85.00	0.00
9	Crane (60 Ton)	0.00	Hour	120.00	0.00
10	Tractor & Trailer (Transport)	0.00	Hour	50.00	0.00
11	Track Hoe (to 100 HP)	40.00	Hour	120.00	4,800.00
12	Track Hoe (101 HP to 170 HP)	0.00	Hour	140.00	0.00
13	Rubber Tired Backhoe	0.00	Hour	40.00	0.00
14	Wheel Loader (to 150 HP)	0.00	Hour	80.00	0.00
15	Wheel Loader (151 HP and up)	0.00	Hour	85.00	0.00
16	Track-Type Tractors (to 100 HP)	0.00	Hour	30.00	0.00
17	Track-Type Tractors (101 HP up)	0.00	Hour	32.00	0.00
18	Dump Truck (Tandem Axel)	0.00	Hour	70.00	0.00
19	Plate Tamp	0.00	Hour	15.00	0.00
20	3" Trash Pump	0.00	Hour	15.00	0.00
21	4" Double Diaphragm Pump	0.00	Hour	25.00	0.00
22	Air Compressor (125 C.F.M. Min.)	0.00	Hour	20.00	0.00
23	Well Point Pump	0.00	Day	90.00	0.00
24	4" Jet Pump	0.00	Day	30.00	0.00
MATERIAL					
25	2500psi Concrete (Un-formed)	5.00	Cu.	120.00	600.00
26	Offsite Select Fill	0.00	Cu.	10.00	0.00
27	Limerock Base Material	0.00	Ton	15.00	0.00
28	#57 Washed Stone	2.00	Ton	30.00	60.00
29	Asphalt Paving (1½" Thick, Type S-3)	0.00	Sq. Yd.	4.00	0.00
30	Bahia Sod	50.00	Sq. Yd.	6.00	300.00
SUB-CONTRACTOR					
31	Welder w/ Truck	0.00	Hr	55.00	0.00
32	Tractor with 7' Bush Hog	0.00	Hr	15.00	0.00
Misc. Mat. - New Grate & MOT		1	Is	1,650.00	1,650.00
				Total =	\$40,687.50





CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

On-Call Civil & Large Pipeline Contractor Services

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

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

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

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public

employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.
4. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
5. Vendor shall deliver the goods, or provide the services, described herein no later than 9/30/2025 ("completion date").
6. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
7. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

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

As to City:

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

Rowland Inc.

City of St. Pete Beach:

Signature: 

Signature: 

By: Kenneth D. Rowland, Vice President

By: Alex Berg

Its: _____

Its: City Manager

Date: 9/17/2021

Date: 10.26.21

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:


Andrew Dickman
City Attorney


Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”
(Vendor’s “Piggy-Back” Contract)



FINANCE & ADMINISTRATION DIVISION
CHRISTINA SACKETT, CFO

PURCHASING DEPARTMENT
STACY GUNDRY, PURCHASING SPECIALIST II

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

CONTRACT NO. 2021-045

FOR

ON CALL GENERAL CIVIL CONTRACTOR SERVICES

WITH

ROWLAND INC.

TABLE OF CONTENTS

Title	Page(s)
Contract Form	3
Exhibits	
Exhibit A – Tampa Bay Water Documents	19
Addendum One	20
Invitation to Bid	24
Exhibit B – Bidder's Response Forms	46
Addenda Acknowledgment Form	47
Bid Price Form	48
Authorized Signatures	51
Non-Collusion Affidavit	52
E-Verify Form	53
Florida Bid Bond	55
Bidders Reference List	57
Exhibit C – Insurance Forms	58

CONTRACT FORM

CONTRACT

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

WITNESSETH:

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

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

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

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

1.0 RETENTION

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

2.0 TERM

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

3.0 GOODS AND/OR SERVICES

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

4.0 **COMPENSATION**

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

5.0 **TERMINATION OF CONTRACT**

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

6.0 **SUBCONTRACTORS**

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

7.0 **INDEMNIFICATION**

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

8.0 **CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT**

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

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

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

9.0 LIABILITY INSURANCE

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

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

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

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

12.0 INSURANCE OF THE CONTRACTOR PRIMARY

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

13.0 LOSS CONTROL/SAFETY

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

14.0 MISCELLANEOUS PROVISIONS

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

If to TAMPA BAY WATER:

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

If to the CONTRACTOR:

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

15.0 SCRUTINIZED COMPANIES AND PUBLIC ENTITY CRIMES STATEMENT

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

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

16.0 PUBLIC RECORDS AND AUDIT RIGHTS

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

- 16.1 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.
- 16.2 Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
- 16.3 Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.
- 16.5 Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the Agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

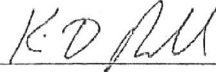
Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format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

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

WITNESS:

Rowland Inc.



By: 

Date: 6/30/2021

Kevin D. Rowland, President

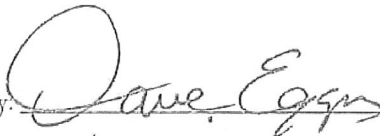
Name

(CORPORATE SEAL)

ATTEST:

TAMPA BAY WATER, A Regional
Water Supply Authority


Secretary

By: 

Its: Chairman

Date: 8/16/21

APPROVED AS TO FORM:

(SEAL)


General Counsel

GENERAL CONTRACT CONDITIONS

Non-Construction

1. Definitions

The following definitions are applicable to this CONTRACT:

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

2. Priority

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

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

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

3. Change Orders

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

4. Disputes

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

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

5. Termination for Convenience and Default

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

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

6. Assignment of Contract

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

7. Certificate and Release

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

8. Organizational Conflicts of Interest

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

9. Inspection and Acceptance

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

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

15. Equal Opportunity

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

16. Taxes and Charges

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

17. Responsibility of Contractor to Act in Emergency

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

18. Cost Substantiation

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

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

EXHIBIT A
TAMPA BAY WATER DOCUMENTS



Board of Directors

Dave Eggers

Ron Oakley

Harry Cohen

Rob Marlowe

Charlie Miranda

Kathleen Peters

Darden Rice

Mariella Smith

Kathryn Starkey

Interim General Manager

Charles H. Carden

General Counsel

Barrie S. Buenaventura

Conn & Buenaventura, P.A.

ADDENDUM NUMBER ONE

TO

CONTRACT DOCUMENTS

FOR

ON CALL GENERAL CIVIL & LARGE PIPELINE
CONTRACTOR SERVICES

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

RE: REMINDERS & INQUIRIES

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

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

REMINDERS:

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

QUESTIONS:

Q1: What is the term of the contract?

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

2.0 TERM

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

Contract No.: 2021-044 - 047

Addendum No.: One

Date: 04/30/21



Board of Directors

Dave Eggers

Ron Oakley

Harry Cohen

Rob Marlowe

Charlie Miranda

Kathleen Peters

Darden Rice

Mariella Smith

Kathryn Starkey

Interim General Manager

Charles H. Carden

General Counsel

Barrie S. Buenaventura

Conn & Buenaventura, P.A.

Q2: Are there any planned tasks for these contracts?

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

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

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

Q 4 Is it the intention that all pipelines disinfected no matter how small in diameter or how short in length will be paid under this bid item?

A 4: Yes.

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

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

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

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

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

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

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

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

END OF ADDENDUM NO. 1

Contract No.: 2021-044 - 017

Addendum No.: One

Date: 04/30/21



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

XXXXXXXXXX A00 EN000 ONE ATTACHMENT ONE

BID OPENING TABULATION

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

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



XXXXXXXXXX XXXX A XXX EN XXX ONE ATTACHMENT ONE

BID OPENING TABULATION

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

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

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

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

DESCRIPTION OF BID:

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

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

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

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

All Bids should be labeled with the Bidder's name and marked:
"SEALED BID FOR ON CALL GENERAL CIVIL & LARGE PIPELINE CONTRACTOR
SERVICES #'s 2021-044, 2021-045, 2021-046 & 2021-047".

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

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

BID BOND/SECURITY REQUIRED: No: ☐ Yes: ☒
The Bond/security shall be in the amount of Amount \$5,000.00. Bidder is hereby directed to Part II General Conditions, Section 10 Bid Bond portion of this ITB for more information regarding the required Bond/security.

FOR ADDITIONAL INFORMATION CONTACT:

Name of Purchasing Representative: Stacy Gundry

Title: Purchasing Specialist II

Telephone: 727-669-4825

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

PART I - GENERAL INFORMATION AND INSTRUCTIONS

1. BACKGROUND

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

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

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

2. BID OVERVIEW AND BACKGROUND

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

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

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

3. BID PRICE FORM

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

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

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

4. ADDITIONAL INFORMATION REQUIREMENTS

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

5. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

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

6. SALES AND USE TAXES

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

7. COMPLETE PRICING

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

8. MULTIPLE BIDS PROHIBITED

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

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

9. AUTHORIZED SIGNATURE

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

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

10. SUBMITTAL DATE AND PACKAGE REQUIREMENTS

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

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

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

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

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

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

File Link: <https://tampabaywater.sharefile.com/r-r8a7845784a3e405786c517aa6e8352c6>

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

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

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

11. PRE-BID CONFERENCE AND INQUIRIES

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

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

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

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Access Code: 247-823-317

Join from a video-conferencing room or system.

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

Meeting ID: 247 823 317

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

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

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

12. DESIGNATED CONTACT

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

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

sgundry@tampabaywater.org
purchasing@tampabaywater.org

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

13. ADDENDA

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

14. ACCEPTANCE AND RIGHT OF REJECTION

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

15. WAIVER OF MINOR IRREGULARITIES OR ERRORS

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

16. AWARD

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

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

PART II GENERAL CONDITIONS:

BIDDER'S ACKNOWLEDGEMENTS1. EXPENSES

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

2. INTERPRETATION

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

3. PUBLIC RECORDS

- 3.1. Each Bidder, by submitting a Bid, acknowledges the agency's legal obligation in accordance with Chapter 119 of the Florida Statutes, to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the Bidder establishes its right to a public records exception. It is the responsibility of the Bidder alone to establish its right to any such exception. Under no circumstances will Tampa Bay Water be responsible or liable to a Bidder or any other party as a result of disclosing any such information or materials.
- 3.2. Each Bidder may clearly mark each page of the Bid that contains trade secrets or other confidential commercial or financial information which the Bidder believes should not be disclosed outside of the agency. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. Bidders are informed that Tampa Bay Water is subject to the Florida Public Records and Sunshine Laws.
- 3.3. Each Bidder, by submitting a bid acknowledges and agrees that if awarded a contract as a result of this Bid the following conditions will be made a part of the contract.
 - a. Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
 - b. Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.
 - d. Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor or keep and maintain public

records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the Agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.

4. CONTRACT FORM AND ACCEPTANCE

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

5. CONTRACT EXECUTION, INSURANCE FORMS, AND BONDS

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

6. PROVISION FOR OTHER AGENCIES

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

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

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

8. NOTIFICATION OF RIGHT TO PROTEST

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

9. FAILURE TO FILE A PROTEST

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

10. BID BOND

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

11. STATEMENT OF NON-COLLUSION

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

12. EMPLOYEE VERIFICATION

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

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

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

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

13. CONSUMPTION ESTIMATES

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

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

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

15. SIMILAR SERVICES

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

16. FORCE MAJEURE

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

17. NEW PRODUCT(S)

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

18. VENDOR'S STOCK

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

19. WARRANTY

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PART III ADDITIONAL CONDITIONS

1. OWNER'S RIGHTS

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

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

2. DISQUALIFICATION

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

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

3. NON-BINDING

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

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

4. **INITIAL TERM**

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

5. **SUPPLEMENTAL CONTRACT EXTENSION PERIOD**

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

6. **PRICE ESCALATION/DE-ESCALATION**

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

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

7. **NON-APPROPRIATION OF FUNDS**

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

PART IV – BID FORMS

[SEE EXHIBIT B FOR BIDDER'S RESPONSE FORMS]

CONTRACT # 2021-045

PART V – TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. GENERAL

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

2. PURPOSE

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

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

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

3. PERSONNEL AND CONTACTS

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

Name: _____

Title: _____

Phone Number: _____

4. BACKGROUND AND IDENTIFICATION

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

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

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

5. SCHEDULED SERVICE COORDINATION

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

6. EMERGENCY RESPONSE PROCEDURES

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

Normal Business Hours Emergency Response

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

Off Hours Emergency Response

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

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

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

7. MAJOR EVENT EMERGENCY RESPONSE

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

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

8. OTHER AS NEEDED SERVICES

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

9. SAFETY

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

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

10. PAYMENT

- 10.1. Tampa Bay Water will reimburse Contractor for its costs for labor, materials, replacement parts and Subcontract services at actual cost plus a fixed cost fee as outlined below for all As-Needed projects. All parts and equipment costs will be noted and reported to Tampa Bay Water through approved invoices.
- 10.2. Any item used on the work which is not covered on the Bid Price Form and for which the contractor seeks payment will be considered "cost reimbursement work". The term "cost reimbursement work" shall be for work performed and compensated on a time and expense basis, that is, on an accounting of the contractor's forces, materials, equipment, and other items of cost as required and used to do the work.
- 10.3. The contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment shall be made for the documented actual cost of the following:

10.3.1. LABOR

For those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by Tampa Bay Water.

10.3.2. Specific Sub Contractors to the Large Pipeline Contractor

The Large Pipeline Contractor shall include rates in their quote for the following two sub-contracted specialties:

10.3.2.1. Welder – The hourly rate shall include a certified welder and a truck fully equipped with an engine driven welder, oxygen and acetylene cylinders and other accessories as would be necessary to weld or cut carbon steel pipelines on site.

10.3.2.2. Disinfection - Water main disinfection to AWWA standards of 50 PPM chlorine residual shall be added at a cost per 1 Million Gallons of water introduced into the pipeline, then subsequently flushed from the pipeline and de-chlorinated for disposal. Assume no cost to purchase the water. Assume contractors cost to provide the chlorination chemical, whether Calcium or Sodium Hypochlorite. Assume contractor cost to provide the de-chlorination chemical.

10.3.3. EQUIPMENT

Equipment is to include trucks, tractors, cranes, lifts, hand tools, and specialty tools, fuel, supplies, maintenance, renewals and depreciation when equipment is owned by Contractor or an approved sub-contractor. When equipment is rented, it will include rental, or equivalent rental cost of equipment, including specialty labor that may be required for transportation of items having a rental value in excess of \$100.00.

10.3.4. TOOLS

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

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

10.3.5. PARTS AND MATERIALS

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

10.3.6. PERMITS

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

10.3.7. RENTALS

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

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

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

EXHIBIT B
BIDDER'S RESPONSE FORMS

ADDENDA ACKNOWLEDGMENT FORM

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

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

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

PART A - CIVIL CONTRACTOR BID PRICE FORM

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE
Labor				
1	Foreman	Hour	1	110.00
2	Operator	Hour	1	90.00
3	Truck Driver	Hour	1	55.00
4	Pipe Layer - For Pipes ≤ 48" Dia.	Hour	1	85.00
5	Laborer	Hour	1	80.00
Equipment				
6	Foreman P/U with hand tools	Hour	1	55.00
7	Job truck with mandatory tools *note*	Hour	1	60.00
8	Crane (20 Ton)	Hour	1	85.00
9	Crane (60 Ton)	Hour	1	120.00
10	Tractor & Trailer (Transport)	Hour	1	50.00
11	Track Hoe (to 100 HP)	Hour	1	120.00
12	Track Hoe (101 HP to 170 HP)	Hour	1	140.00
13	Rubber Tired Backhoe	Hour	1	40.00
14	Wheel Loader (to 150 HP)	Hour	1	80.00
15	Wheel Loader (151 HP and up)	Hour	1	85.00
16	Track Type Tractors (to 100 HP)	Hour	1	30.00
17	Track Type Tractors (101 HP up)	Hour	1	32.00
18	Dump Truck (Tandem Axle)	Hour	1	70.00
19	Plate Tamp	Hour	1	15.00
20	3" Trash Pump	Hour	1	15.00
21	4" Double Diaphragm Pump	Hour	1	25.00
22	Air Compressor (125 SCFM)	Hour	1	20.00
23	Well Point Pump	Day	1	90.00
24	4" Jet Pump	Day	1	30.00
Material				
25	2500psi Concrete (Un-formed)	Cu. Yd.	1	120.00
26	Off Site Select Fill	Cu. Yd.	1	10.00
27	Limerock Base Material	Ton	1	15.00
28	#57 Washed Stone	Ton	1	30.00
29	Asphalt Paving (1½" Thick; Type S-3)	Sq. Yd.	1	4.00
30	Bahia Sod	Sq. Yd.	1	6.00
Sub-Contractor				
31	Welder with Truck	Hour	1	55.00
32	Tractor with 7' Bush Hog	Hour	1	15.00
PROPOSED TOTAL CONTRACT BID PRICE (Basis of Award):				\$ 1,837.00
Note Job truck with mandatory tools to include all items listed on Table 1 in the specifications.				

PART B - LARGE PIPELINE CONTRACTOR BID PRICE FORM

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

PART A - PROPOSED TOTAL CONTRACT BID PRICE

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

PART B - PROPOSED TOTAL CONTRACT BID PRICE

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

Rowland Inc.

Firm Name

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

Firm Address

K. D. Rowland

Authorized Signature

Kevin D. Rowland, President

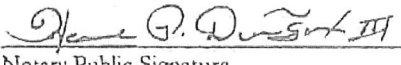
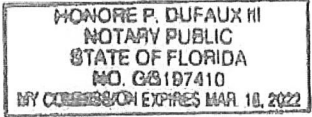
Printed Name

(727) 545-3815

Phone Number

kevin@rowland-inc.com

E-Mail Address

FOR A CORPORATION OR A LIMITED LIABILITY CORPORATION	
STATE OF <u>Florida</u>	
COUNTY OF <u>Pinellas</u>	
SWORN TO and subscribed before me by means of ☒ physical presence or ☐ online notarization, this	
<u>11th</u> day of <u>May</u> , 20 <u>21</u> , by <u>Kevin D. Rowland</u>	
<u>Rowland Inc.</u> , who is <u>President</u> (Title) of	
<u>Rowland Inc.</u> (Corporation Name) a corporation under the laws of the State of <u>Florida</u>	
<u>Rowland Inc.</u> , on behalf of the said corporation.. <u>He</u> (He/she is personally known to me) R has produced	
<u>Rowland Inc.</u> as identification and <u>did</u> (did not) take an oath.	
	
Notary Public Signature	
<u>Honore P. DuFaux III</u>	
Print Name	
My Commission Expires: <u>March 18, 2022</u>	(AFFIX NOTARY SEAL)

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Pinellas

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

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

By: K. O. Rowland

Title: President

(Corporate Seal)

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

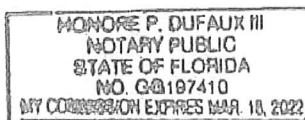
Honore P. DuFaux III

Notary Public

My commission expires:

Honore P. DuFaux III

Print Name



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

STATE OF Florida
COUNTY OF Pinellas

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

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

"Contractor/Consultant/Vendor").

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

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

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

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

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

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

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

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

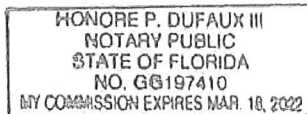
12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with Tampa Bay Water, it shall provide immediate notice thereof to Tampa Bay Water.

Kevin D. Rowland
Signature of Affiant
on behalf of Contractor/Vendor

By: Kevin D. Rowland
As its: President
Dated: May 11, 2021

STATE OF Florida
COUNTY OF Pinellas

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



My Commission Expires:

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

FLORIDA BID BOND

Know all men by these presents:

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

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

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

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

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

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

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

Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford CT 06183
(Address)

860-277-0111
(Telephone Number)

Kevin Wojtowicz
(Name of Duly Authorized Florida Agent)

1000 Central Ave #200, St. Petersburg FL 33705
(Address)

727-209-1803
(Telephone Number)

Signed and sealed this 11th day of May, 2021.

Witness

[Signature]

Bidder/Principal: Rowland, Inc.

By: [Signature]

Kevin D. Rowland, President
Name and Title

Surety: Travelers Casualty and Surety Company of America

Witness
[Signature]
Eileen Heard

By Agent: Kevin Wojtowicz

[Signature]

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

References

Company Name: Pinellas County Utilities
Company Address: 14 S. Ft. Harrison Ave.
Clearwater, FL 33756

Contact Person: Dennis Simpson
Contact Email Address: dsimpson@co.pinellas.fl.us
Contact Phone Number: (727) 464-4223
Nature of Contact: Annual Sanitary Sewer Repair &
Extension

Dollar Value of Contract: \$4,315,619.80 +/-
Start and End Dates of Contact: 09/01/2019 - present

Company Name: City of St. Petersburg
Company Address: One Fourth Street N.
St. Petersburg, FL 33701

Contact Person: Matthew C. Wilson
Contact Email Address: Matthew.Wilson@stpete.org
Contact Phone Number: (727) 892-5658
Nature of Contact: WRD Miscellaneous Services FY20
(Unscheduled Repairs)

Dollar Value of Contract: \$3,750,000.00 +/-
Start and End Dates of Contact: 5/21/2021 - Present

Company Name: City of Clearwater
Company Address: 100 S. Myrtle Ave.
Clearwater, FL 33756

Contact Person: Todd Kuhnle
Contact Email Address: todd.kuhnle@myclearwater.com
Contact Phone Number: (727) 562-4798
Nature of Contact: 2018 Sewer Point Repair &
Improvements Project

Dollar Value of Contract: \$12,600,000.00 +/-
Start and End Dates of Contact: 09/06/2018 - present

Company Name: City of Largo
Company Address: 201 Highland Avenue, Bldg. 1
Largo, FL 33779

Contact Person: Chuck Mura P.E.
Contact Email Address: cmura@largo.com
Contact Phone Number: (727) 587-6713 ext. 4414
Nature of Contact: Sanitary Sewer, Reclaimed Water and
Stormwater Repair

Dollar Value of Contract: \$8,932,100.00 +/-
Start and End Dates of Contact: 10/16/2018 - present

Company Name: City of St. Pete Beach
Company Address: 155 Corey Avenue
St. Pete Beach, FL 33706

Contact Person: Brett Warner
Contact Email Address: bwarner@stpetebeach.org
Contact Phone Number: (727) 363-9254
Nature of Contact: Wastewater System Point Repairs

Dollar Value of Contract: \$4,800,000.00 +/-
Start and End Dates of Contact: 12/12/2016 - present

EXHIBIT C
INSURANCE FORMS

Tampa Bay Water
General Insurance Requirements Matrix

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

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

ACORD

Client#: 1916902

569ROWLAINC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/02/2021

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

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

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

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		GLP376329303	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CAP376329203	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$10000	☒ OCCUR ☐ CLAIMS-MADE	ZUP16N2512820NF	10/01/2020	10/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC376330202	10/01/2020	10/01/2021	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Liability		G71152613003	10/01/2020	10/01/2021	Each/\$2M/Agg: \$4M \$2,500 Deductible
E	Equip Fl/Inst Fl		06707028ECE	10/01/2020	10/01/2021	SEE BELOW

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

E) Equipment Floater/Installation Floater:

\$2,500 Deductible

Limit of Insurance:
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Tampa Bay Water 2575 Enterprise Road Clearwater, FL 33763	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S28334880/M28199194

KTNG

DESCRIPTIONS (Continued from Page 1)

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

Waiver of Subrogation applies in respects to the General Liability, Auto Liability and Workers' Compensation when required by written contract.

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

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

EXHIBIT "C"
(Vendor's Proposal to the City)

September 15, 2021

INTERVAL DATE 30 days from Quotation

FIGURE 6-10 Various As-Need Projects

OWNER **City of St. Pete Beach**

PAYMENT TERMS

OTE

on

cts

RETAINAGE

LINE TOTAL

proud applicator of

COAT

rehabilitating manholes

successful applications

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

Agenda Report

Action Request: To request the City Manager sign an amended contract for IT Support Services with contractor Jamie Burdine.

Strategic Objective: N/A

Date: August 27, 2024

Prepared By: Candyce Galloway

Through: Frances Robustelli, City Manager

Summary of Issue: The city contracted IT support services for public meetings and general IT support to assist in the volume of support tickets as well as the day to day running of the AV and streaming services for public meetings. The volume of support required us to leverage more hours than originally anticipated. Therefore, we are seeking a contract amendment in the amount of \$2500. This provides us with enough hours through the end of the fiscal year to maintain the current level of meeting and IT support.

Funding: Funding is within budget under Professional and Contractual services account 5501-5310.

Attachments:

1. Jamie Burdine_Helpdesk Tech
2. Amendment_JBurdineContract

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Helpdesk Technician

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

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

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

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

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

1. 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. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide the services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Completion Date. Vendor shall provide the services, described herein no later than 12/29/2024.

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

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination. This Agreement may be canceled by the City when:

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

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

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

11. Compensation. Upon Vendor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the hourly rate listed in the Bid Schedule, as full consideration for services provided in this Agreement and more

specifically in Exhibit B. It is understood that the total purchase price of services shall be less than \$25,000.00.

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

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

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

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

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

15. 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 Vendor:

Jamie Burdine
6575 Bay Street
St. Pete Beach, FL 33706

As to City:

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

With Copy To:
Makoblue77@gmail.com

With Copy To:
cityattorney@stpetebeach.org

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

17. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

18. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom 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.

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

20. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Vendor is an independent Vendor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Vendor, which policies of Vendor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Vendor and the City and the City will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

21. 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.

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

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

Jamie Burdine

City of St. Pete Beach:

Signature: Jamie Burdine

Signature: [Signature]

By: Jamie Burdine

By: Wayne Saunders

Its: Contractor

Its: City Manager

Date: 12/27/2023

Date: 12/28/2023

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

[Signature]

Andrew Dickman
City Attorney

Alarome

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

exhibit B
Helpdesk Tech

John Taylor

From: Candyce Galloway
Sent: Friday, December 8, 2023 9:21 AM
To: John Taylor
Subject: FW: Part Time Employment

Below is Jamie's email related to her contract rate and targeted 1099 status. I was preparing a write up to accompany this but it may not be needed. I included the details of it below anyway for reference.

Contract Support Role for Audio and Video Technology:

Our organization requires additional assistance to set up and manage audio and video technology for various types of meetings, including Commission Meetings, board meetings, town hall meetings, workshops, and other virtual or streaming gatherings organized by City Hall. These meetings occur frequently, often during regular business hours, which can strain our technology team's capacity to address other day-to-day IT support demands. Moreover, the number of meetings is on the rise, driven by a growing interest in incorporating virtual participation and additional technology features to enhance meeting management.

To address this need, we are seeking contract support on an as-needed basis, offering a competitive rate of \$24 per hour. The contracted support will primarily focus on handling most of the meetings' technical aspects while also providing assistance with helpdesk support as required. Our intent with the one year contract would be not to exceed \$25,000 as we use this first year to determine the additional support needs we have as a department.

We envision a one year contract period to start.

The funding for this Part-Time contract support role falls within the IT budget allocated for contract and professional services.

From: Jamie Burdine <makoblue77@gmail.com>
Sent: Wednesday, December 6, 2023 1:23 PM
To: Candyce Galloway <cgalloway@stpetebeach.org>
Subject: Part Time Employment

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

Good Afternoon,

It was great talking to you today. I wanted to let you know I would love working part time in the IT department for the City of St. Pete Beach. I understand that the hourly rate would be 24.00 an hour and I would be working as a contractor receiving a 1099 at the end of the year. Please let me know if there is anything else you need from me.

Thank you,

Jamie Burdine

AMENDMENT TO Help Desk Technician

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the Help Desk Technician ("Agreement") executed as of the **12/28/2023** by and between **CITY OF ST. PETE BEACH** ("City") and **Jamie Burdine** ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend a section related to **Section 11-Compensation**, which shall read:

Upon vendor's satisfactory full performance of services in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the hourly rate listed in the Bid Schedule, as full consideration for services provided in this Agreement and more specifically Exhibit B. It is understood that the total purchase price of services shall increase \$12,000, not exceed \$37,000.

2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment, Agreement, embodies the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties. This Amendment cannot be varied, modified, amended or altered except by written agreement of the Parties.
4. **Execution.** This Amendment may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Amendment shall be the date this Amendment has been executed by all Parties.
5. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.

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

Jamie Burdine:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By: Jamie Burdine

By: Frances Robustelli

Its: Contractor

Its: City Manager

Date: _____

Date: _____

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request:	“I make a motion to approve Duke Energy invoice F4784840302 in the amount of \$51,474.00 for the Pump Station 1 (3) Phase Power Transformer and authorize the City Manager to execute and pay the invoice.”
Strategic Objective:	Resiliency
Date:	August 27 th , 2024
Prepared By:	Mike Clarke, Director Public Works
Through:	Frances Robustelli, City Manager
Summary of Issue:	The WW-005-01 Pump Station 1 Rehabilitation project requires the upgrade of the primary power service to support the larger pumps and overall load of the pump house and its equipment. This requires the City to upgrade the 3-phase power transformer serving the pump station. Upgrading Duke Energy infrastructure for the City power service includes a City contribution toward the new transformer and dictates that it be procured directly from Duke Energy. There is no ability to competitively bid on this purchase, and it is entirely dictated by Duke Energy regulated rates.
Funding:	GL-101-5671 Pump Station 1 Unencumbered Balance: \$ 162,598.90
Attachments:	Duke Energy Invoice F4784840302



INVOICE

Email sent to customer on 07/22/2024

Invoice: F4784840302
Invoice Date: 07/22/2024
Page: 1 of 1

Bill To: ST PETE BEACH
155 COREY AVE
NICOLE KURANT
ST PETE BEACH FL 33706

Customer ID: 000292907
PO / Contract No:
Payment Term: Net 30
Due Date: 08/21/2024

Amount Due: \$51,474.00

Invoice for work or services performed at: 8700 BOCA CIEGA DR ST PETE BEACH FL

For questions about your invoice, Please contact Tasha M Smith at 727 893-9393

Line	Date of Charge	Description	Net Amount
1	07/19/2024	Customer Contribution	\$51,474.00

Amount Due: \$51,474.00

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

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

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

Payment Coupon

Please make check payable to:

Duke Energy
PO Box 602880
Charlotte NC 28260-2880

ACH Instructions:

Wells Fargo - Florida
121000248
Duke Energy
002062640508238

Invoice Number: F4784840302

Corporation Code: 50226
Please Pay By: 08/21/2024
Customer ID: 000292907
Total Amount Due: \$51,474.00

Amount Enclosed

ST PETE BEACH
155 COREY AVE
NICOLE KURANT
ST PETE BEACH FL 33706



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

Agenda Item Name: Move to authorize the City Manager to execute the VoIP (Voice over IP) contract agreement with Frontier. The contract term is 60 months for a total contract cost of \$134,480.60.

Short Name: Frontier VOIP Phone Services

Item ID: August 27th, 2024

Prepared By: Candyce Galloway, Chief Technology, and Innovation Officer

Item Category: Action Item

Item Description: The technology team has included a plan to replace the end-of-life phone system at all the city locations. The current phone system is failing, is significantly lacking in needed features, and is end of life, meaning no ongoing support or maintenance can be completed to keep it in good working order. We cannot add phone numbers or new licenses to the existing system. Also, the current system has failed multiple times this year and there are no parts available to continue to try to resuscitate the phone system should it fail at any point.

We completed the RFB process and have chosen the preferred partner based on the lowest bid for the requirements we outlined.

Funding: Funding for this project is budgeted and covered by the technology CIP project IT Improvements account number 301—0060.

Attachments:

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Cloud Based VoIP Phone System

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Frontier Communications of America, Inc. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its 08/27/2024 public hearing.

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

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$134,463.00 (Includes Implementation Fee of \$10,023 and Monthly reoccurring fees of \$2,074 for 60 months).
- b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
- e. Contractor warrants to the City that all goods and materials furnished under the contract

will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
 - a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
 - a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. |This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date. |
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance

of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

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

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence

during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

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

- a. Florida public records law (Exhibit "A")
- b. Request for Bid (Exhibit "B")
- c. Vendor Proposal (Exhibit C)

22. 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 Contractor:

Frontier Communication of America, Inc.
401 Merritt 7
Norwalk, CT 06851

As to City:

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

With Copy To:

Glen.healy@FTR.com

With Copy To:

cityattorney@stpetebeach.org

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

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom 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.

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

27. 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.

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

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

Frontier Communications of America, Inc.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Glen Healy

By: Frances Robustelli

Its: .Representative

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Request for Bid behind this page)



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

**Cloud Based VoIP
System**

**Bids due on or before
6/5/2024 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

I. CONTENTS

I.	CONTENTS	2
II.	CONTRACTOR'S BID SUBMITTAL.....	3
III.	FEE SCHEDULE	4
IV.	GENERAL CONTRACT TERMS.....	5
V.	REFERENCES & MINIMUM QUALIFICATIONS.....	24
VI.	PUBLIC ENTITY CRIMINAL AFFIDAVIT.....	25
VII.	NON-COLLUSION AFFADAVIT	27
VIII.	SPECIFICATIONS	28
IX.	SAMPLE AGREEMENT.....	29

Event	Date	Time
Publication of Bid	05/01/2024	8:00 AM
Pre-Bid Meeting	05/08/2024	10:00 AM
Deadline for Question Submission	05/29/2024	10:00 AM
Bid Receiving Deadline	06/05/2024	9:00 AM
Bid Opening	06/05/2024	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in **Cloud Based VoIP System**.

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

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

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

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

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

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

SUBMIT BID TO:

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

III. ~~FEE~~ SCHEDULE

[To be supplied by Vendor based on Scope of Work and Specifications]

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach is looking for qualified vendors to bid on a Cloud based Volp System to replace our current outdated system.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for a Cloud Based VolP System.

BID SUBMITTALS

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

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

MANDATORY PRE-BID MEETING

A **mandatory** pre-bid meeting will be held on **5/8/2024 at 10:00 AM EST** via TEAMS Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and TEAMS Meeting instructions. |

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 EST on 5/29/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **6/5/2024 at 9:00 AM EST** (Deadline). No bids shall be

accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

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

Clearly marked as: “**Cloud Based Volp System**”

CONTACT INFORMATION

John Taylor – Procurement Manager

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

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SCOPE OF WORK

DETAILED SPECIFICATIONS

City of St Pete beach seeks a cloud-based VoIP (Voice over Internet Protocol) system to replace our current deprecated system. The new system shall include unified messaging and will need to integrate with Microsoft 365. We currently need to replace approximately 100 phones and add a 10% contingency for ongoing inventory. All existing telephones should be replaced with equivalent IP phones that support basic telephony features. An employee should be able to log in anywhere on or off the company network (home phone, cell phone or computer) and make and receive calls seamlessly. All of the switch infrastructure was recently replaced to ensure POE was available to support the new phone system. The core circuit is 1GB fiber but is being upgrading in the coming month to 2GB fiber in support of VoIP and camera systems.

St. Pete Beach requires that any system have the capability to service the city's multiple locations with the same features and functionality as the City Hall. Each location should be able to access all the features and functionality available at the main site even in the event of a service interruption. The proposed solution must be capable of providing highly available services to all locations. The systems must function as if they were one.

The successful respondent for this contract will be the sole authority and responsible party for this installation. The City of St. Pete Beach would want a single point of contact for project planning and implementation. If the vendor uses any subcontractors for any part of the system architecture, design, planning, installation or support, the city must know this up front; however, the successful respondent will retain sole responsibility for all implementation and ongoing maintenance and support activities. It is the intent of this Request for Proposal that the respondent shall provide a complete, end-to-end solution for the installation. The vendor shall provide all design, planning, system architecture, installation, network analysis, training, and post installation support for the project. The City of Irwindale staff will act in oversight and advisory positions.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's

Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector. |

ADDITIONAL WORK DETAILS

Technical Specifications for Cloud-Based VoIP System

1. Network Infrastructure: Work with our support provider to ensure network infrastructure is sufficient and configured appropriately.

- Quality of Service (QoS) configured to prioritize voice packets over other data traffic.
- Redundant internet connections or failover mechanisms for uninterrupted service availability.

2. Hardware Requirements:

- IP Phones: Compatible with SIP (Session Initiation Protocol) and PoE (Power over Ethernet) capable for simplified deployment.
- Firewall: Configured to allow VoIP traffic and implement security measures to prevent unauthorized access.

3. Software Components:

- VoIP Server: Cloud-based server infrastructure hosted by the selected vendor to manage call routing, signaling, and user authentication.
- VoIP Applications: Web-based administration portal for system configuration, user management, and reporting.
- Softphone Clients: Software applications for desktop and mobile devices to enable users to make and receive calls over the VoIP system.

4. Security Measures:

- Encryption: Provide details on how you encrypt and protect voice traffic
- Access Control: Implement access control to restrict access to administrative functions and sensitive data.
- Intrusion Detection/Prevention Systems (IDS/IPS): What systems or services are in place to monitor network traffic for suspicious activities and automatically block or alert administrators of potential threats.

5. Redundancy and High Availability:

- Geographic Redundancy: Deploy VoIP service across multiple data centers or regions to ensure redundancy and failover capabilities in case of hardware or network failures.
- Load Balancing: Distribute incoming call traffic across multiple servers to prevent overload and ensure consistent performance.
- Automatic Failover: Configure automated failover mechanisms to reroute traffic to backup servers and circuits in the event of a service failure.

6. Enterprise Mobility:

- Enable a mobile workforce to communicate on the device of their choosing regardless of location (office, field, home etc.). The goal is constant connectivity and mobile unified communications no matter the location where staff may be. The solution should extend the features of the desk phone to the mobile device.

7. Interoperability and Integration:

- Briefly describe integrations with commercial platforms

8. Monitoring and Reporting:

- Real-time Monitoring: Monitor system performance, call quality, and network latency in real-time to proactively identify and address issues.
- Call Detail Records (CDR): Capture and store detailed information about each call, including caller ID, duration, and call quality metrics for reporting and analysis. Specifically, we are concerned about the metrics for call length, number of calls unanswered, going to voicemail and dropped calls. Please describe your solution to the Call Accounting System

9. Compliance and Regulatory Requirements:

- E911 Support: Ensure compliance with E911 regulations by providing accurate caller location information to emergency services.
- Regulatory Compliance: Adhere to relevant data protection regulations such as GDPR (General Data Protection Regulation) and HIPAA (Health Insurance Portability and Accountability Act) for handling sensitive information.

10. Disaster Recovery:

- Data Backup: Maintain regular backups of configuration data, call logs, and user settings to ensure data integrity and facilitate disaster recovery.
- It is the intent of this proposal to have a system that has failover capabilities in case of system failure and to have an acceptable level of redundancy to eliminate any single point of failure taking any part of the service offline. Please describe your disaster recovery plan to ensure the system is operational 24/7.

11. Training and Support:

- User Training: Provide training sessions for end-users to familiarize them with the VoIP system's features and functionality, to include desk phones, softphones, end user configuration portal, standard reports.
- Chosen partner should provide training for the IT team in the administration, maintenance, programming, and daily operation of the overall solution.
- Outline support model in detail -
 - Indicate any options available.
 - Trouble reporting and escalation procedures.
 - Hours of operation for help or trouble reporting.
 - Describe maintenance and support escalation procedure.
- Outline uptime and SLA commitments and indicate any options available.
- What KPIs or other metrics are used to show ongoing quality of service and are those regularly shared with the city IT team
- Outline platform quality reporting that is available

- Technical Support: Offer technical support services, including helpdesk support and online documentation, to assist users with troubleshooting and resolving issues.

Partial list of requirements for VoIP system:

The list below is a partial list of features that are being requested. It is provided as a baseline and as a starting point for the expected operations of the system. St. Pete Beach expects the successful vendor will have had experience with other businesses or municipalities of our size and scope and will be able to provide consulting advice, input, and insight into what other organizations are using and to provide suggestions that will enhance the usability and functionality of the system. Please identify which features are standard and which are added cost.

- Call Forwarding or Mobile app
- Soft phone app / Desktop app
- Hours/Holiday schedule
- Hunt Groups, ACD groups
- Analytics
 - Offer standard set of reports that measure individual and aggregate data for incoming and outgoing calls.
 - Voicemail analytics, how many, hours/days to check
 - Call tracking for inbound call volume, call time, hold times, speed of answer, calls forwarded, abandoned, answered by voicemail
- Admin portal – single pane of glass for all administrative configuration and maintenance
- Making/Receiving calls
- Transferring
- Conference calling
- VM
- VM-to-email
- E-Fax
- Call forward Busy/No Answer
- Hunt Groups (basic)
- Employee Self-Service config
- Integration to Teams, Zoom, other collaboration platforms.
- Custom wait time messaging promoting city events, recommendations, etc.
- SPAM Caller protections – Provide list of included features
- Call monitoring features
- Call recording features
- Conference bridging for internal and external
- Consistent and excellent voice quality
- Outline any smart queueing features included
-

Implementation and Transition Plan

The Proposer shall include in its proposal a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards, and requirements.

St. Pete Beach expects the installation of the new system to have little or no impact to on- going operations. Vendor is expected to have experience in this area and to provide us with a plan to accomplish this as follows:

1. Respondent to create a design to move the units off the old system to the new system with minimized disruption to staff and to create a preplanned schedule for notification purposes.
2. Respondent to provide how (and validate procedure) the parallel process will migrate old to new.
3. All documentation, installation plans, reports and materials must be provided to St. Pete Beach technology team prior to commencement of installation, followed by submission of any Moves, Adds, Changes (MAC).

4. St. Pete Beach expects chosen partner to work with all existing third-party partners that support and maintain solutions that affect the successful implementation of cloud-based VoIP.
5. Respondent will provide documentation showing call handling and device addressing schemes, an initial inventory of equipment for each completed location including model and serial numbers of phones, switches and routers, as well as any other relevant equipment.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Public Works Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

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

STATEMENT OF WORK

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

BEGINNING DATE

[The Contractor is expected to be available to start immediately following contract execution.

COMPLETION OF WORK

The work will be completed and ready for final inspection within (90) ninety days from contract execution. Warranties and support should be spelled out in |

EXAMINATION OF SITE

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

ASSURANCES

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

ASSIGNMENT AND TRANSFER OF CONTRACT

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

without such written consent shall be null and void.

SUBCONTRACTS

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

PERFORMANCE PAYMENT BOND

Not required for this contract. |

LIQUIDATED DAMAGES

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

PAYMENT

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

CHANGES IN THE WORK

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

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

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

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

to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

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

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

CHANGE OF CONTRACT AMOUNT

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

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

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

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

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the

quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

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

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

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

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

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

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and

Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

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

CITY'S RIGHT TO DIRECT PURCHASE

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

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

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

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

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the

Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

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

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

FINAL PAYMENTS

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

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

LIENS

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

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

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

INTENT OF PLANS AND SPECIFICATIONS

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

LICENSES AND PERMITS

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

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

SUPERINTENDENCE

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

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee

is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

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

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

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

PROTECTION OF WORK AND PROPERTY

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

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

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty

shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

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

TRANSPORTATION, HANDLING AND STORAGE

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

VEHICLES

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

ENVIRONMENTAL PROTECTION

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

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

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

WORKMANSHIP

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

UTILITIES

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

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

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

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

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

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

DEFECTIVE WORK OR MATERIAL

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

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

DISPUTE RESOLUTION

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

INDEMNIFICATION

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

GENERAL WARRANTY

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

LAND OF CITY, USE OF, BY CONTRACTOR

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

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

OTHER WORK

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

OTHER CONTRACTS

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

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

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

CITY'S RIGHT TO TAKE OVER THE WORK

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

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

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

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

RIGHT OF OCCUPANCY

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

ACCEPTANCE

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

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the

payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

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

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

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

BID REVIEW AND CONTRACT AWARD

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

LOCAL, STATE AND FEDERAL COMPLAINE REQUIREMENTS

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

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat.

448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

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

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

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

SUBMITTAL WITHDRAWAL

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

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

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award,

excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

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

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

FISCAL NON-FUNDING

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

PROJECT RECORDS

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

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

IV. REFERENCES & MINIMUM QUALIFICATIONS

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

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

projects.

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

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

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

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

|

|

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

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

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

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

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

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

at: _____
(Business address)

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

(FEIN)

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

(SSN)

by the individual signing this sworn statement:

(Signature)

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

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF _____
COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm) |

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

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

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

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by** means of ☐ **physical presence** or ☐ **online notarization**, this _____ day of _____, 2024, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

VIII. SPECIFICATIONS

1. Network Infrastructure: Work with our support provider to ensure network infrastructure is sufficient and configured appropriately.

- Quality of Service (QoS) configured to prioritize voice packets over other data traffic.
- Redundant internet connections or failover mechanisms for uninterrupted service availability.

2. Hardware Requirements:

- IP Phones: Compatible with SIP (Session Initiation Protocol) and PoE (Power over Ethernet) capable for simplified deployment.
- Firewall: Configured to allow VoIP traffic and implement security measures to prevent unauthorized access.

3. Software Components:

- VoIP Server: Cloud-based server infrastructure hosted by the selected vendor to manage call routing, signaling, and user authentication.
- VoIP Applications: Web-based administration portal for system configuration, user management, and reporting.
- Softphone Clients: Software applications for desktop and mobile devices to enable users to make and receive calls over the VoIP system.

4. Security Measures:

- Encryption: Provide details on how you encrypt and protect voice traffic
- Access Control: Implement access control to restrict access to administrative functions and sensitive data.
- Intrusion Detection/Prevention Systems (IDS/IPS): What systems or services are in place to monitor network traffic for suspicious activities and automatically block or alert administrators of potential threats.

5. Redundancy and High Availability:

- Geographic Redundancy: Deploy VoIP service across multiple data centers or regions to ensure redundancy and failover capabilities in case of hardware or network failures.
- Load Balancing: Distribute incoming call traffic across multiple servers to prevent overload and ensure consistent performance.
- Automatic Failover: Configure automated failover mechanisms to reroute traffic to backup servers and circuits in the event of a service failure.

6. Enterprise Mobility:

- Enable a mobile workforce to communicate on the device of their choosing regardless of location (office, field, home etc.). The goal is constant connectivity and mobile unified communications no matter the location where staff may be. The solution should extend the features of the desk phone to the mobile device.

7. Interoperability and Integration:

- Briefly describe integrations with commercial platforms

8. Monitoring and Reporting:

- Real-time Monitoring: Monitor system performance, call quality, and network latency in real-time to proactively identify and address issues.
- Call Detail Records (CDR): Capture and store detailed information about each call, including caller ID, duration, and call quality metrics for reporting and analysis. Specifically, we are concerned about the metrics for call length, number of calls unanswered, going to voicemail and dropped calls. Please describe your solution to the Call Accounting System

9. Compliance and Regulatory Requirements:

- E911 Support: Ensure compliance with E911 regulations by providing accurate caller location information to emergency services.
- Regulatory Compliance: Adhere to relevant data protection regulations such as GDPR (General Data Protection Regulation) and HIPAA (Health Insurance Portability and Accountability Act) for handling sensitive information.

10. Disaster Recovery:

- Data Backup: Maintain regular backups of configuration data, call logs, and user settings to ensure data integrity and facilitate disaster recovery.
- It is the intent of this proposal to have a system that has failover capabilities in case of system failure and to have an acceptable level of redundancy to eliminate any single point of failure taking any part of the service offline. Please describe your disaster recovery plan to ensure the system is operational 24/7.

11. Training and Support:

- User Training: Provide training sessions for end-users to familiarize them with the VoIP system's features and functionality, to include desk phones, softphones, end user configuration portal, standard reports.
- Chosen partner should provide training for the IT team in the administration, maintenance, programming, and daily operation of the overall solution.
- Outline support model in detail -
 - Indicate any options available.
 - Trouble reporting and escalation procedures.
 - Hours of operation for help or trouble reporting.

- Describe maintenance and support escalation procedure.
- Outline uptime and SLA commitments and indicate any options available.
- What KPIs or other metrics are used to show ongoing quality of service and are those regularly shared with the city IT team
- Outline platform quality reporting that is available
- Technical Support: Offer technical support services, including helpdesk support and online documentation, to assist users with troubleshooting and resolving issues.

Partial list of requirements for VoIP system:

The list below is a partial list of features that are being requested. It is provided as a baseline and as a starting point for the expected operations of the system. St. Pete Beach expects the successful vendor will have had experience with other businesses or municipalities of our size and scope and will be able to provide consulting advice, input, and insight into what other organizations are using and to provide suggestions that will enhance the usability and functionality of the system. Please identify which features are standard and which are added cost.

- Call Forwarding or Mobile app
- Soft phone app / Desktop app
- Hours/Holiday schedule
- Hunt Groups, ACD groups
- Analytics
 - Offer standard set of reports that measure individual and aggregate data for incoming and outgoing calls.
 - Voicemail analytics, how many, hours/days to check
 - Call tracking for inbound call volume, call time, hold times, speed of answer, calls forwarded, abandoned, answered by voicemail
- Admin portal – single pane of glass for all administrative configuration and maintenance
- Making/Receiving calls
- Transferring
- Conference calling
- VM
- VM-to-email
- E-Fax
- Call forward Busy/No Answer
- Hunt Groups (basic)
- Employee Self-Service config
- Integration to Teams, Zoom, other collaboration platforms.
- Custom wait time messaging promoting city events, recommendations, etc.
- SPAM Caller protections – Provide list of included features
- Call monitoring features
- Call recording features
- Conference bridging for internal and external
- Consistent and excellent voice quality
- Outline any smart queueing features included
-

Implementation and Transition Plan

The Proposer shall include in its proposal a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards, and requirements.

St. Pete Beach expects the installation of the new system to have little or no impact to on- going operations. Vendor is expected to have experience in this area and to provide us with a plan to accomplish this as follows:

1. Respondent to create a design to move the units off the old system to the new system with minimized disruption to staff and to create a preplanned schedule for notification purposes.
2. Respondent to provide how (and validate procedure) the parallel process will migrate old to new.
3. All documentation, installation plans, reports and materials must be provided to St. Pete Beach technology team prior to commencement of installation, followed by submission of any Moves, Adds, Changes (MAC).
4. St. Pete Beach expects chosen partner to work with all existing third-party partners that support and maintain solutions that affect the successful implementation of cloud-based VoIP.
5. Respondent will provide documentation showing call handling and device addressing schemes, an initial inventory of equipment for each completed location including model and serial numbers of phones, switches and routers, as well as any other relevant equipment.

IX. SAMPLE AGREEMENT

(Sample Agreement behind this page.)

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Enter Contract Name]

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

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

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

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.
4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
 - a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$(enter \$ amount).
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
 - d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

- e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be

considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first (90) ninety days of the agreement.
10. Term. This Agreement will remain in effect for a period of [enter date] from the Effective Date.
11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount

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

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

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved,

and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

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

- a. Florida public records law (Exhibit "A")
- b. Request for Bid (Exhibit "B")

c. Vendor Proposal (Exhibit C)

22. 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 Contractor:

With Copy To:

Insert Vendor email address

As to City:

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

With Copy To:

cityattorney@stpetebeach.org

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

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom 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.

26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. 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.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: _____

Signature: _____

By:

By: Frances Robustelli

Its: Project Manager

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) **DEFINITIONS.** —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

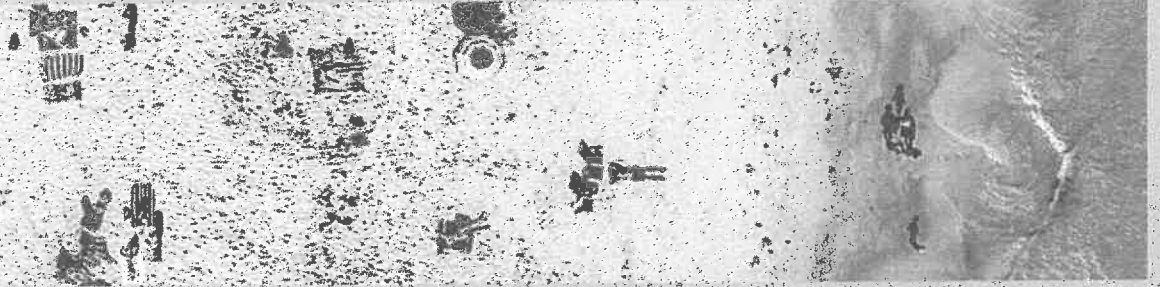
EXHIBIT “B”

(Place Request for Bid behind this page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)

]



Frontier Response to City of St. Pete Beach RFB Cloud Based VoIP System



To:

City of St. Pete Beach
City Clerk's Office, 155 Corey Ave.
St. Pete Beach, FL 33706
John Taylor
jtaylor@stpetebeach.org
727-363-9279

From:

Frontier Communications
Frontier Communications of America.
Inc.
401 Merritt 7
Norwalk, CT 06851
June 05, 2024

Customized Solution By:

Benjamin Cranston
Enterprise Account Executive II
813.550.7552
benjamin.cranston@ftr.com



Cover Letter

June 05, 2024

City of St. Pete Beach
City Clerk's Office, 155 Corey Ave.
St. Pete Beach, FL 33706

To John Taylor,

We are pleased to present this proposal to City of St. Pete Beach in response to your RFP, City of St. Pete Beach RFB Cloud Based VoIP System.

Frontier is a leading provider of communications services focused on bringing your people and networks together. We have a rich heritage with nearly 90 years in the communications industry and a force of solutions for all your communications needs. The strengths of our company and proposal include:

Local and National presence, as Frontier brings a blend of national strength and local expertise. We deliver proven solutions across the US, built specifically for the client and area, accompanied by national, 24/7/365 support.

Dedicated Support from your Frontier team specifically assigned to City of St. Pete Beach. Whether you need technical support, more services from Frontier, or anything else, you will have a familiar face handling your case.

Devoted Partnership from Frontier as we hope to build an ongoing relationship with City of St. Pete Beach to further understand and serve your needs.

Please do not hesitate to contact me if you need more information or have any questions.

Sincerely,

Benjamin Cranston

Benjamin Cranston
Enterprise Account Executive II

Table of Contents

Cover Letter.....	2
Table of Contents	3
Executive Summary	4
Frontier Required Bid Submittals	6
Bid Submittal Form.....	6
Fee Schedule	7
References & Minimum Qualifications.....	16
Public Entity Criminal Affidavit Form.....	29
Frontier's Contractor's License and Insurance Certificates	31
Non-Collusion Affidavit Form	34
Frontier Responses to RFB	35
VI. Specifications.....	35
Exceptions and Clarifications	62
Supporting Documentation.....	79
Frontier RingCentral Solution Brief	79
Sample Frontier Service Agreement (FSA).....	84
Conclusion	89
Disclaimers and Notices.....	90

Executive Summary

Frontier understands the challenges faced by City of St. Pete Beach and has built this proposal not just to respond to the needs of today, but with an eye to the future. City of St. Pete Beach needs the best communications solution, riding on the best connectivity, for reliable communication that provides flexibility, growth options, and success, and finding a long-term partner like Frontier will help navigate this future. The Frontier | RingCentral solution offered in response to this RFB will meet and exceed your expectations, establishing a scalable solution with a trustworthy partner.

With Frontier | RingCentral, the City of St. Pete Beach can migrate to the cloud to improve the functionality, mobility, scalability, and versatility of your communications system. RingCentral simplifies your needs by bringing together phone, SMS texting, video conferencing, and more into a single app, reducing the number of separate vendors to support communications. This not only saves on cost and complexity but provides new insights by centralizing your workflow and analytics.

Since our beginning in 1935, Frontier has endeavored to connect America with technology. We believe in the potential of an inclusive digital society to empower us all. So, just as when we installed phone lines in rural areas other companies would not service, Frontier is making the brave choice to expand fiber across the US and connect people to the world. We seek to empower your team, simplifying communications to allow City of St. Pete Beach to focus on your organizational goals. In partnering with Frontier, City of St. Pete Beach can expect:

- **Simplicity:** Frontier is easy to partner with, offering straightforward billing with no surprise charges and services exactly as requested.
- **Security:** We monitor the network 24/7/365 to ensure both the physical integrity of our network and the digital security of our customers.
- **Stability:** Our industry-leading service level agreements and backup systems ensure you can count on your service; our local teams know and build for your area, while our national footing provides financial security.
- **Specialization:** Frontier not only fits your exact needs, but we assign one team to your account so that you always are collaborating with a representative who not only knows our systems, but one who knows you.



We pursue excellence in all our business endeavors. We will bring not only our current strengths to a partnership with City of St. Pete Beach, but an ethos of constantly improving ourselves, our relationship with you our customers, and our services.

Frontier is proud to have counted City of St. Pete Beach as a client in the past, and we hope to take this opportunity to reforge our partnership. Both our organizations have grown and changed, and we believe that Frontier is the right choice for your future.

We have reinvigorated our focus on customer service by combining the best of both local knowledge and national services. Your Account Executive, Benjamin Cranston, will be your one-stop-shop for all questions and concerns. As a local in the area, they are intimately knowledgeable of local conditions. But they can also call on our national teams to pull in support of whatever type necessary to facilitate your organizational needs. Our local teams are committed to your local service.

Besides improving customer service, we are building a fiber network throughout the US in our Gigabit America project. We have long been focused on rural and remote services, and now our goal is to provide innovative connection speeds regardless of location. We have built new fiber connections to over 200,000 locations in the first quarter of 2022 alone, and plan to hit 1,000,00 by the end of the year, and even more in 2023.

Finally, City of St. Pete Beach needs more than just a connection, which is why we treat communications as technology. The physical and digital safety of data on the line, the programs that run through it, and the customer service to help provide what City of St. Pete Beach needs from its communications are all vital components of the service. Frontier offers high-level security and customer service to all our clients, and additional services such as managed wireless.

Partnering with Frontier will allow City of St. Pete Beach to manage all bills and servicing with one partner. You will have one bill for your combined communications and data services, one partner to hold accountable for post-install care, and one partner to guarantee our service levels of 99.999% RingCentral uptime, and 24/7/365 monitoring.

We are excited about the present and future of Frontier and are even more excited about this opportunity to now further the Frontier – City of St. Pete Beach partnership. The future has never been brighter.

Frontier Required Bid Submittals

Bid Submittal Form

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Cloud Based VoIP System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Cloud Based VoIP System" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Cloud Based VoIP System".

Frontier Response:

Read, understood, and will comply with the clarification that if awarded with the signed agreement by the City, we will further work with the City to get our questions answered that were submitted about a week ago requesting more information about locations and quantity of licenses, including contacting the City of Public Works Department to check for revisions, if a CPW point of contact is provided, so that we can exam and investigate site conditions to adequately determine and provide a 1 - 5 point Implementation and Transition plan before additionally getting mutual sign-off to our contract schedule, which is a pre-requisite to placing an order. We understand that the 90 days will begin when our contract schedule is fully executed and returned. See the sample Frontier contract schedule located in Section III. Fee Schedule.

COMPANY: Frontier Communications of America, Inc. DATE: _____
ADDRESS: 401 Merritt 7, Norwalk, CT 06851 PHONE: _____
BIDDER: *Terry Lucas* NAME: Director, Enterprise Sales
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of May, 2024, by Terry Lucas who is personally known to me or has produced FL Driver License as identification.

(SEAL)



Adam Persad
Notary Public - State of Florida
Adam Persad
(Print, Type, Stamp, or Commissioned Name of Notary Public)

SUBMIT BID TO:
OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

v020222

3

Fee Schedule



Frontier | Ring Central
Enterprise
Frontier Confidential

This is Schedule Number S-5550129896 to the Frontier Services Agreement dated 05/23/2024 ("FSA") by and between City of St Pete Beach ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 155 Corey Avenue St. Pete Beach, Florida

Schedule Date: 05/23/2024

Schedule Type/Purpose: Order for New Service

Service Term: 60

Services Provided				
Service Address	Service Description	Quantity	Charges	
			NRC	MRC
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC PT 8300 Conference Phone	2	\$0.00	\$40.19
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC Per Device Shipping Rate	2	\$0.00	\$0.00
155 Corey Avenue, St. Pete Beach, Florida, 33706	Add-on Services	1	\$0.00	\$0.00
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC Standard Seat (MRC)	110	\$0.00	\$1,538.90
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC Implementation Per Account (NRC)	110	\$10,023.20	\$0.00
155 Corey Avenue, St. Pete Beach, Florida, 33706	Mobile 911	110	\$0.00	\$220.00
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC YL T53W 8-line IP Desk Phone	107	\$0.00	\$267.50
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC Shipping Rate	110	\$0.00	\$0.00
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC YL T57W 8-line IP Desk Phone Color	1	\$0.00	\$7.70
Subtotal:			\$10023.2	\$2074.29

* "unlimited" is subject to FAFUP (see Section 4.C below)

Ver_FTR | RC 12022022 v10 08-2023



Frontier | Ring Central
Enterprise
Frontier Confidential

International LD rates are found at <http://business.frontier.com/frontierinc/central-intl-LD-rates>.
Rates may be modified without notice.

1. Service Description.

- A. **Frontier | RingCentral Service Description** ("RingCentral Service") is a message, video, and phone solution for calling collaboration, messaging, and video meetings. The RingCentral Service is a multi-tenanted cloud platform that includes a cloud-based private branch exchange ("PBX") capable of enterprise PBX features and multi-party audio conferencing. The RingCentral Service has a web-based Customer interface to allow configuration and administration of the RingCentral Service. The interface can be accessed by Customer directly over the Frontier Business Fiber Internet network or by Frontier via single-sign on capabilities. The RingCentral Service has collaboration and messaging Feature sets powered by RingCentral's apps; multi-party video conferencing platform with enterprise features; includes enterprise account management tools; includes a suite of enterprise analytics and reporting tools; supports communication through many end points by which a Customer might access and/or use any of the RingCentral Services including without limitation IP desk phones, desktop clients, web clients, mobile applications, and software integrations. The RingCentral Service supports simple account activation through a web-based account and Customer activation.
- i. **Essential Seat:** Message and Phone features for an integrated experience that add professional-grade services to any business. One simple monthly fee enables 40+ call features plus: Unlimited calls within the US/Canada. Unlimited business SMS. Voicemail-to-text. Team messaging. Document sharing. Up to 20 users per account only.
- ii. **Standard Seat:** Message, Video, and Phone services that are integrated into a single, seamless experience across all of your devices. Our Standard level service includes 40+ call features, On-demand Call Recording. Unlimited Internet Fax. Unlimited audio conferencing. Video meetings with up to 100 participants. Quality of Service reporting. Business Application integrations including Office365, Google Workplace, Slack.
- iii. **Premium Seat:** Premium tier service includes all the Standard features with the addition of key enhancements to support your needs including: Automatic call recording. Single Sign-on. Multi-site admin, management and Hunt Groups. Video meetings up to 200 participants. Advanced call handling including whisper and barge CRM integrations with Salesforce, Zendesk. Open API for developer platform integration.
- B. **RingCentral Service Terms and Conditions:** Upon and subject to the terms of the FSA and this Schedule, including without limitation the license restrictions, the number of authorized licenses and payment terms, Customer is hereby granted a non-exclusive, non-sublicensable, limited, revocable license to use, during the applicable Service Term only. Customer shall agree to the RingCentral End User Terms incorporated by reference located at <http://business.frontier.com/frontierinc/central-end-user-terms> as an integral part of the Schedule. In the event of any conflict solely regarding this Service, between this Schedule and the RingCentral terms and conditions, precedence shall follow in that order. In the event this Schedule addresses an exception to RingCentral terms and conditions the modification shall apply exclusively to the applicable Service Schedule.
- C. The Services must be used in accordance with RingCentral's Acceptable Use Policy available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the RingCentral Services if RingCentral reasonably suspects fraudulent or illegal activity in a Customer's account, material breach of the Acceptable Use Policy, or use of the RingCentral Services that could interfere with the functioning of the RingCentral Network, provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If a Customer anticipates legitimate but unusual activity on its Account, a Customer should contact customer support in advance to avoid any Service disruption.
- D. **RingCentral Availability, Limitations, and Exclusions.**
- i. **Service Availability:** Customer's eligibility to receive IP Service, Customer's Local Area Network ("LAN") environment must be at least 10Mb/100Mb/1000Mb/2000Mb Ethernet; LAN ports used for voice must be set to full-duplex; Customer's LAN must have adequate bandwidth and ports to support the minimum amount of concurrent voice and data traffic ordered by Customer, or sufficient wi-fi connectivity must be available where Equipment (IP phones) are placed.
- ii. **Limitations:** Customer understands that use of the Services is restricted in the following manner: (a) at any given time, Customer may only place as many concurrent calls as it has purchased simultaneous calling capacity; (b) Customer's modification of Frontier installed design and/or configuration is at Customer's risk; (c) Customer may not utilize auto-dialers or any similar type of device in connection with Frontier RingCentral Service; (d) Customer may not utilize Ring Central Service in any call center environment or in connection with any similar such application; and (e) Customer may not use Ring Central Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL IMMEDIATELY VOID AND INVALIDATE FRONTIER'S OBLIGATIONS AND PROVISION OF SERVICE UNDER THIS AGREEMENT AND WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY FRONTIER.
- iii. Customer will not, and will not allow its End Users, to (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated

Ver_FTR | RC 12022022 v10 08-2023



Frontier | Ring Central
Enterprise
Frontier Confidential

documentation; (c) reverse engineer, decompile, decrypt, or disassemble the Software or Products, or otherwise attempt to derive the source code for the Software or extract any components from the Software; (d) use the Software or Products for infringement analysis, competitive analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

iv. **DISCLAIMER OF WARRANTIES:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, UP-TIME, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE, TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTIES AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

v. **Exclusions.** The Service does not include reliability, redundancy, disaster recovery or business continuity features, functions, capabilities or services. The Service is provided over Frontier's fiber broadband networks, as a reasonable best-efforts service without warranty, guarantees or service level commitments. Customer will not be able to make or receive calls with the Service if the Frontier fiber network service is down or impaired or if any third-party network or service used in conjunction with the Service is down or impaired. Service may also be adversely impacted by congestion on the Customer's LAN, Frontier's fiber network.

E. **Changes.** Throughout the Service Term, Customer may add subsequent lines, at the rates and terms applicable under this Service Schedule, reduce the number of lines reflected in this Service Schedule without payment of the termination charge (please note, cancellation of entire account will be subject to the early termination charge), or make modifications to existing Services provided that such changes may be subject to a change fee (collectively "Changes"). Customer may request Changes via telephone, provided that Frontier may (but will not be required to) ask Customer to validate such Change request via email or other document. All such Changes and the resulting Services will be subject to the terms and conditions of this Schedule.

2. **Service Term Renewal.** For Enterprise Customers only, notwithstanding Section 2 of the FSA, if neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to completion of the Service Term, the Service Term shall automatically renew for one-month periods and at the then applicable rate (excluding promotional rates):

3. **Customer Obligations.** In addition to the other obligations of Customer contained within the FSA, Customer will be responsible for the following obligations:

A. **Customer Facilities:** Except as otherwise expressly stated herein, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP phones, and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Frontier's network or otherwise for use in conjunction with IP Service ("Facilities"). Customer is responsible for ensuring that such Facilities are compatible with Frontier's requirements and that they continue to be compatible with subsequent revision levels of Frontier's Network relevant to the Services, and for meeting the minimum requirements outlined for Ring Central Service at www.frontier.com/terms. Frontier is not responsible for the availability, capacity and/or condition of any Facilities not provided by Frontier. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If Customer connects any Facilities to IP Service, Customer is solely responsible for any effects that arise from that connection and Customer waives any claims against Frontier relating to the performance of IP Service.

B. **Security:**

i. Use of IP Service, like other network-based services, carries certain security risks to the systems and networks of Customer, Frontier, and third parties, including but not limited to: misuse; unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). Customer shall, at its own expense, take security measures including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences all IP traffic, Facilities and other equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with IP Service, whether owned by Customer, Frontier, or Frontier's subcontractors. Customer agrees that FRONTIER is not liable, in contract, tort, or on any other basis, for any loss resulting from any occurrences or use of FRONTIER'S NETWORK, IP traffic, Facilities or other equipment, software, data and systems. Customer is responsible for all security measures, even if Customer uses a third party or FRONTIER to configure and implement them.

ii. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer's use of any software component of the Service is limited to use with the Service, subject to and in strict compliance with the end user license agreement embedded in the software. Title and all other rights to the software shall remain at all times with Frontier or its suppliers. Customer is responsible for all costs and procedures associated with fraud, such as subscription fraud, cloning fraud, fraud associated with the use of the Service, hacking, or usage on lost or stolen devices that Customer has failed to notify Frontier should be deactivated.

Ver_FTR | RC 12022022 v10 08-2023



Frontier | Ring Central
Enterprise
Frontier Confidential

III. Customer is solely responsible for the security of its own networks, equipment, hardware, software and software applications, including security features for protection against unauthorized or fraudulent use of the Equipment or the Service. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of the RingCentral or Frontier Internet access through Customer's hardware or software.

IV. Frontier disclaims any express or implied warranty or condition that the Services prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "fraudulent activity"). Frontier shall have no liability to Customer in the event of such fraudulent activity.

- C. **Acceptable and Fair Use.** Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP") and the Ring Central Fair Use Policy ("FAFUP"), each as may be modified by Frontier from time to time. The current AUP and FAFUP are available for review at the following address, subject to change: <http://www.frontier.com/policies>. Customer is responsible for maintaining awareness of and adhering to the AUP and FAFUP as amended from time to time. Failure to comply with the AUP or FAFUP is justification for immediate suspension or termination of the Service, notwithstanding any notice requirement which may otherwise be outlined in the FSA.

- D. **Emergency 911 Service.**

i. Customer agrees to and acknowledges Customer's responsibility to (a) identify one or more individuals to whom email and/or phone notification will be provided (the "Point(s) of Contact") in the event of a 911 call, (b) enter the contact information for each such Point(s) of Contact in the Customer Service Web Portal and (c) read, review and utilize the instructions in this regard available at <https://support.ringcentral.com/article/10789-Phones-and-Devices-Update-E911-User-RingCentral-Online-Account.html>.

ii. Customer acknowledges that IP phones and Softphones are portable and may be used at the Service Location or elsewhere. **IF THE IP PHONE OR SOFTPHONE IS MOVED, CUSTOMER MUST UPDATE INFORMATION AT THE FOLLOWING WEB ADDRESS: [HTTPS://SUPPORT.RINGCENTRAL.COM/ARTICLE/10789-PHONES-AND-DEVICES-UPDATE-E911-USER-RINGCENTRAL-ONLINE-ACCOUNT.HTML](https://support.ringcentral.com/article/10789-Phones-and-Devices-Update-E911-User-RingCentral-Online-Account.html) TO REGISTER THE PHONE'S NEW LOCATION FOR EMERGENCY CALLING PURPOSES.** There are additional charges for each new location that Customer would like to register phones. These locations must be ordered in advance, in order to properly register the phones' new location. If the new locations are not ordered in advance, 911 calls will not be delivered to the correct Public Safety Answering Point ("PSAP") until the new location is ordered, configured in the system, and the phone properly registered to the new location.

iii. Customer shall notify and inform each user that (a) 911 calls may not be delivered to the correct PSAP in some locations and that delays may occur in making a new location available through the PSAP's database; (b) 911 calls will be misdirected if the IP phone or Softphone is moved without registering its new location and that in such case if it becomes necessary for the user to seek assistance by using E-911 Service, any such call from an IP phone will identify such user's location as being at the prior location, and will be directed to the E-911 PSAP associated with the prior location, and not where the user is physically located, and (c) the IP phones cannot be used for any calls, including emergency calls, if the broadband connection used by the phone fails, or if electrical power is not available to power the phone. **IN ADDITION, CUSTOMER IS RESPONSIBLE FOR ENSURING THAT ANY WARNING LABELS PROVIDED BY FRONTIER OUTLINING THE LIMITATIONS OF 911 SERVICES OVER IP PHONES ARE PLACED ON AND/OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE IP PHONE SERVICE.**

iv. Customer is advised that the operation of e-911 requires accurate information be provided by Customer to Frontier for storage in Frontier's database, which Customer is solely responsible for updating. Further, Customer acknowledges and agrees that e-911 service will not be available, and Frontier assumes no liability: (a) if there is a power failure or some other type of failure of the equipment installed at the Service Location; (b) if there is a failure or congestion of the access connection (such as fiber broadband connection) or associated equipment provided to connect the Service Location to the VOIP service network; (c) if there is a failure or congestion of the VOIP network providing Customer's VOIP service, the public switched telephone network (PSTN); the 911 service provider's network or the emergency services network; (d) if Customer is using the Services outside of the United States; (e) if Customer has moved the VOIP device, delayed in providing or failed to provide accurate location information to Frontier, or the information provided has not yet been updated by or is inaccurate; (f) if the Services have been disconnected or suspended for non-payment or any other reason; (g) for those circumstances under which 911 service may be limited to traditional 911 service rather than enhanced 911 (or e-911). With e-911 the Customer address and callback information is automatically provided to the emergency services systems; or (h) failure of emergency services under certain circumstances, including but not limited to, those circumstances in which Customer is using call forwarding, call redirection or blocking services, and/or when the emergency callback number is configured to ring a phone at a different location than the Customer's VOIP device. If e-911 service is not available in Customer's area or at the time of the 911 call, then, the system may default to traditional 911 service and the Customer may be required to verbally inform the 911 call taker or emergency responder of their address and phone number.

v. 911 service is offered solely as an aid in contacting an appropriate PSAP in connection with fire, police and other emergencies. FRONTIER IS NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED OR ASSERTED BY CUSTOMER OR BY ANY OTHER PARTY OR PERSON FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, AND FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY: (a) MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN THE PROVISION OF EMERGENCY 911 SERVICE, OR (b) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, LOCATION OR USE OF

Ver_FTR | RC 12022022 v10 08-2023



Frontier | Ring Central
Enterprise
Frontier Confidential

ANY EQUIPMENT AND FACILITIES FURNISHING THIS SERVICE, OR (c) CUSTOMER'S FAILURE TO NOTIFY FRONTIER WHEN A PHONE IS MOVED IN A TIMELY MANNER.

vi. FRONTIER IS NOT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION OR USE OF EMERGENCY 911 SERVICE AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY FRONTIER INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS OR NAME ASSOCIATED WITH THE PHONE USED BY THE PARTY OR PARTIES ACCESSING EMERGENCY 911 SERVICE, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF FRONTIER, CUSTOMER, ITS SERVICE USERS, AGENCIES OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENTS OF ANY ONE OF THEM.

vii. Customer specifically acknowledges receipt of and understanding of these limitations on emergency calling capabilities. Customer shall defend, indemnify and hold harmless Frontier from any loss, cost, expense or liability arising from or in any way related to Customer's failure to provide the required notices, or otherwise related to any use of E-911 Services, not caused by the negligence or willful misconduct of Frontier.

4. **Producer Price Index Adjustment.** Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12-month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.

Supplemental Terms for Ring Central Equipment Rental Terms and Conditions

1. **Rental Term** The term of the rental as to Equipment designated above shall begin on the installation Date in accordance with the Schedule and shall continue for a one-month period (the "Initial Rental Term"). Except as otherwise provided in the Schedule or any amendment thereto, Customer or Frontier may terminate the rental at the expiration of the Initial Rental Term by giving the other at least thirty (30) day's prior written notice of termination. If neither party gives such notice, then the term shall automatically be extended on the same rental terms for successive periods of one (1) month until terminated by either Customer or Frontier giving the other at least thirty (30) days' written notice of termination.

2. **Rental payments.** The monthly rental payments for each item of Equipment (the "MRC Rental Payments") are set forth herein.

3. **Payment of taxes.** Customer shall also pay all taxes, however designated, which are levied or based on the rental, the Equipment use, rental, operation, control or value, including, without limitation, personal property taxes, state and local privilege or excise taxes based on gross revenue, and any penalties or interest in connection therewith, or taxes or amounts in lieu thereof paid or payable by Frontier or Customer in respect of the foregoing, but excluding taxes based on Frontier's net income. Charges for taxes, penalties and interest, if any, shall be promptly paid by Customer. In the event Customer defaults in the payment of any such tax, Frontier may pay such tax and shall be promptly reimbursed by Customer, with interest (plus attorneys' fees and costs if any) as additional rent.

4. **Limitations of Liability** FRONTIER HAS NOT MADE AND MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR EXPRESS OR IMPLIED WARRANTY WHATSOEVER HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE, REGARDING THE EQUIPMENT OR ANY PART OR THE DESIGN, QUALITY, OPERATION OR CONDITION THEREOF OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE.

5. Risk of Loss.

A. Frontier shall not be responsible for, nor shall the MRC Rental Payments or other sums due hereunder abate for any reason, including, but not limited to, any interruption in or loss of the service or use of the Equipment or any part thereof, or any loss or damage caused thereby, or by error in programming or instruction to the Equipment, latent defect, wear and tear, or gradual deterioration of the Equipment or any part thereof.

B. Customer assumes and shall bear the entire risk of partial or complete loss, theft, damage, destruction or other interruption or termination of use of the Equipment from any cause whatsoever, from the date of delivery of the Equipment to Customer until the Equipment is returned to and received by Frontier.

C. During the term of the rental, and until the Equipment is redelivered to Frontier, Customer shall be liable for the prompt repair of the Equipment at its sole expense. If the Equipment or any portion thereof is lost, stolen, destroyed or damaged beyond repair, Customer, at its option, will (i) continue to make the MRC Rental Payments, and, at Customer's sole expense, replace the Equipment with equipment of identical manufacture and equal or greater capacity, utility and residual value to that of the Equipment replaced (in which case Customer will transfer title to the replacement Equipment to the Frontier free of all liens, claims and encumbrances), or (ii) pay Frontier on the next Monthly

Ver_FTR | RC 12022022 v10 08-2023



Frontier | Ring Central
Enterprise
Frontier Confidential

Rental Payment date following the loss, theft, damage or destruction of the Equipment an amount equal to the replacement value or the minimum casualty value, whichever is greater, attached to the applicable Equipment Schedule for such Equipment in effect on the date of the loss, theft, damage or destruction thereof and all rent accrued on such Equipment up to the date of payment and all other amounts then due in connection with such Equipment. Upon such payment, the Equipment Schedule, or portion thereof, as applicable, will terminate with respect to the Equipment so paid for, and Frontier will transfer full ownership and title to such Equipment to Customer, free of liens, claims and encumbrances created by Frontier.

6. **Insurance and Indemnity.** Customer shall at all times during the term of the rental, at its own expense, maintain: (A) all-risk property damage insurance covering the Equipment in an amount not less than the greater of (i) the replacement value of the Equipment, or (ii) the minimum casualty value of such Equipment as set forth in the Equipment Schedule; and (B) public liability coverage in such amounts, and with such companies as are in general usage by companies owning or operating similar property and engaged in a business similar to Customer's. The insurance required by this Section may be obtained by Customer by endorsement on any blanket insurance policies maintained by Customer or its parent. All insurance so maintained shall provide for a thirty-day (30) prior written notice to Frontier of any cancellation or reduction of coverages and an option in favor of Frontier to prevent cancellation by payment of premiums, which shall promptly be repaid by Customer, and further shall provide that all insurance proceeds shall be payable to the Customer and Frontier. Frontier shall be named as loss payee and additional insured on all public liability insurance policies so maintained. Customer shall furnish to Frontier copies of such insurance policies and satisfactory insurance certificates on or before the Installation Date. Customer's above obligation shall commence on the date of delivery of the Equipment and shall continue until the Initial Rental Term (or any extension or renewal thereof) of each Schedule expires and the Equipment is returned to Frontier. By this Section, Frontier does not modify or limit any provision of this rental relating to disclaimer of warranties and liability, or indemnity.

Customer assumes all risk and liabilities, whether or not covered by insurance, and shall indemnify and hold Frontier harmless of and from any liability, claim, loss, damage or expense (including reasonable attorneys' fees), for injuries or deaths of persons and for damage to property, to the extent caused by, operation or storage of the Equipment, whether such injury or death to person be of agents or employees of Customer or be of third persons and whether such damage to property be of Customer, or to property of others.

8. **ALTERATION AND ATTACHMENTS:**

Customer shall not make any such alteration that would create a safety hazard, impair or reduce the performance of the Equipment. If the alterations or attachments interfere with the normal or satisfactory maintenance, operation or insurability of the Equipment, or any part thereof, in such manner as to materially decrease the value of the Equipment, or create a safety hazard, Customer will, upon written notice from Frontier to that effect, promptly remove the alterations or attachments and restore the Equipment to its normal condition. In the case of increased cost of maintenance and insurance, or either, due to Customer's alterations or attachments permitted herein, Customer shall pay such increase. Notwithstanding the preceding, the Customer is still required to comply with provisions in Section (maintenance), herein.

9. **ASSIGNMENTS:**

Customer may not assign the rental or any of Customer's rights hereunder or sublease any Equipment or its use without the prior written consent of Frontier or any such assignment or sublease shall be void. Any permitted sublessee or assignee of Customer must execute an assumption of this rental in form and substance acceptable to Frontier, but no sublease or assignment shall relieve Customer of any of its obligations or liabilities under this rental.

10. **INSTALLATION:**

The Equipment is to be shipped pre-provisioned to the Customer location indicated on the Schedule and is intended to be installed by the Customer or their designated resources.

11. **Default.** Any one of the following events shall constitute an "Event of Default" hereunder: (a) Customer shall fail to pay when due any installment of rent or other amount due hereunder; (b) Customer shall fail to observe or perform any other agreement to be observed or performed by Customer hereunder; (c) Customer, any guarantor of the rental, or any partner of Customer if Customer is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Customer, any guarantor of the rental, or any partner of Customer if Customer is a partnership shall voluntarily file, take any action to authorize the filing, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the federal or state bankruptcy or insolvency law; (e) a trustee, receiver, or liquidator be appointed for Customer, any guarantor of the rental, or for all or a substantial part of the assets of Customer or any guarantor; (f) any individual Customer or individual guarantor of the rental, or partner of Customer if Customer is a partnership, shall die; (g) an event of default shall occur under any other obligation Customer or any guarantor of the rental owes to Frontier; (h) an event of default by Customer shall occur under any agreement involving Customer's or a guarantor's indebtedness to a lender for borrowed money; or (i) Customer shall have terminated its corporate existence, consolidated with, merged into, or conveyed or leased substantially all of its assets as an entity to any person unless: (i) such person executes and delivers to Frontier an agreement satisfactory in form and substance to Frontier, in its sole discretion, containing such person's effective assumption and its agreement to pay, perform, comply with and otherwise be liable for all of Customer's obligations having previously arisen, or then or thereafter arising, under the rental together with any documents, Agreements, investments, certificates, opinions and filings by Frontier; and (ii) Frontier (and any Assignee) is satisfied as to the creditworthiness of such person.

12. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Frontier may exercise from time to time any one or more of the following remedies: (a) terminate this rental as to any portion or all of the Equipment; (b) take immediate possession of any or all of the Equipment; wherever situated, and for such purpose enter upon any premises (without a requirement to post bond in any legal proceeding); (c) hold, use, rent, lease, sell or otherwise dispose of any or all of the Equipment in such manner as Frontier in its sole discretion may decide. With respect to any exercise

Ver_FTR | RC 12022022 v10 08-2023



Frontier | Ring Central
Enterprise
Frontier Confidential

of its rights to recover and/or dispose of any Equipment, Customer acknowledges and agrees that Frontier shall have no obligation, subject to the requirements of commercial reasonableness, to clean up or otherwise prepare the Equipment for disposition; (d) accelerate the due date of all remaining rent payments due hereunder for the entire remaining Initial Rental Term of this rental or any amendment thereto, including any renewal term then in effect, whereupon said amounts shall be immediately due and payable; (e) recover the sum of: (i) any accrued and unpaid rent, plus (ii) the present value of all future rentals reserved in this rental and contracted to be paid over the unexpired Initial Rental Term of this rental (or any renewal period then in effect), discounted at the rate of four percent (4%) per annum; plus (iii) the anticipated residual value of the Equipment as of the expiration of this rental or any renewal thereof discounted at the rate of four percent (4%) per annum, (iv) any indemnity payment, if then determinable; (v) all reasonable costs and expenses incurred by Frontier in any repossession, recovery, storage, repair, sale, re-rental, re-lease or other disposition of the Equipment, including but not limited to costs of transportation, possession, storage, refurbishing, advertising and broker's fees together with all attorney's fees and cost incurred in connection therewith or otherwise resulting from Customer's default (including any incurred at trial, on appeal or any other proceeding) of the foregoing at the rate of one and one-half (1½%) per month ("default interest") (f) expend such monies as Frontier deems appropriate to cure or mitigate the effect of the Event of Default, or to protect the Frontier's interest in the Equipment and this rental, with all such sums to be immediately reimbursed to Frontier by Customer; (g) setoff Customer's security deposit or any other property of Customer held by Frontier against any amount owed by Customer to Frontier; and (h) exercise any other remedy permitted by law, equity or any other agreements with Customer or any guarantor of this rental. No remedy given in this paragraph is intended to be exclusive and each shall be cumulative. No express or implied waiver by Frontier of any Event of Default shall constitute a waiver of any subsequent Event of Default.

13. Representation and Warranties by Customer. Customer represents and warrants to Frontier that: (a) the rental constitutes the Customer's legal, valid and binding obligation and is enforceable against Customer in accordance with its terms; (b) Customer's entry into and performance under the rental will not result in any breach, default or violation under Customer's charter documents (articles of incorporation and bylaws in the case of a corporation or partnership agreement in the case of a partnership or articles of organization and operating agreement in the case of a limited liability company) or any other agreement to which Customer is a party or to which it or its property is subject; (c) there are no suits or proceedings pending or threatened before any court, government agency or arbitrator which, if determined adversely to Customer, would have a material adverse effect on its financial condition or ability to perform its obligations under the rental; (d) that any financial statements or other information which Customer has furnished Frontier concerning the business or condition of Customer was true, correct and complete at the time furnished or as of the date of such financial statements and (e) unless otherwise agreed, the Equipment shall remain personal property of Frontier. The Equipment is removable from and is not essential to the premises upon which it is located regardless of its attachment to realty, and Customer agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty with respect to all of the Equipment leased hereto.

14. General.

- A. The Equipment remains the personal property of Frontier and may be removed at any time, without notice, after termination of the rental.
- B. At Frontier's request, Customer shall affix to the Equipment and each unit or element thereof, in a prominent place, appropriate tags, decals, or plates stating that the Equipment is owned by Frontier, and Customer shall not cause or permit any such tags, decals, or plates to be removed, defaced or covered in any way.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services and described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Ver_FTR | RC 12022022 v10 08-2023



Frontier | Ring Central
Enterprise
Frontier Confidential

Frontier Communications of America, Inc.

City of St. Pete Beach

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Ver._FTR| RC 12022022 v10 08-2023



Frontier | Ring Central
Enterprise
Frontier Confidential

ATTACHMENT 1

Equipment and associated products			
Product Description	QTY	NRC (NRC x Qty)	MRC (MRC x Qty)
PHONES			
Desk Phones (Yealink)			
Yealink T33G- 4Line Phone		\$	\$
Yealink T53W (LCD)		\$	\$
Yealink T46U Gigaset Color Business Phone		\$	\$
Yealink T46U w/ EXP43 Expansion Module		\$	\$
Yealink T48 U Color Touchscreen Display		\$	\$
Yealink 48 U w/ 1 EXP43 Expansion Module		\$	\$
Yealink T54W 8-Line IP Desk Phone Color		\$	\$
Yealink T54W 8-Line IP Desk Phone Color w/ EXP50 Expansion Monitor		\$	\$
Yealink T57W 8-Line IP Desk Phone Color		\$	\$
Yealink T57W 8-Line IP Desk Phone Color w/ EXP50 Expansion Monitor		\$	\$
Cordless Phones (Yealink)			
Yealink W76P Base Station with 1 W56H Handset		\$	\$
Yealink W76P Base Station with 2 W56H Handsets		\$	\$
Yealink W76P Base Station with 3 W56H Handsets		\$	\$
Yealink W76P Base Station with 4 W56H Handsets		\$	\$
Desk Phones (Poly)			
Poly VVX150 Business IP Phone		\$	\$
Poly VVX250 Business IP Phone		\$	\$
Poly VVX450 Business IP Phone		\$	\$
Poly VVX450 Business IP Phone w/ 1 Expansion Module		\$	\$
Desk Phones (Cisco)			
Cisco CP7841		\$	\$
Cisco CP8851		\$	\$
CONFERENCE PHONES			
Poly 8300 Conf Phone		\$	\$
Poly 8800 Conf Phone		\$	\$
ATA			
Cisco 191 ATA		\$	\$
Miscellaneous			
Equipment Description		\$	\$
Grand Total for Equipment		\$	\$

Ver_FTR | RC 12022022 v10 08-2023

References & Minimum Qualifications

References

Reference #1

City of Williamsburg, VA

Mark Barham

Director of Information Technology, City of Williamsburg

Main Phone:(757) 220-6189

Fax: (757) 564-2329

mbarham@williamsburgva.gov

Quote:

"Initially, the city had all these different systems; now we have RingEX for voice and fax and RingCentral Video and Meetings for collaboration, one platform that is extremely easy to use and offers new features we didn't have before—like instant messaging and single dial."

Background:

Williamsburg comprises nearly 15,000 residents and has roughly 200 city employees. Williamsburg is best known for its tourist and historical points of interest, like Virginia's first capitol building, the Governor's Palace, Bruton Parish Church (the oldest continually operating church in the United States), and the College of William & Mary.

Replacing aging phone system

Mark Barham, Director of Information Technology, City of Williamsburg, was faced with an aging phone system—one that was nearly three decades old.

"The phone system worked, but we couldn't get reliable replacement parts when we needed them, and the systems lacked modern features and functionality we needed to best serve the city," says Barham.

Awards



**Leading Lights
Awards 2023
Broadband Service
Provider of the Year**



**Business Fiber
Internet,
Small or Medium
Business Product of
the Year 2023**



**One To Watch Award
for
Network Operators**



**Best Fiber Internet
Providers of 2023**



**Best Unlimited
Internet Plans with
No Data Caps of
2023**



**Dedicated Internet
Access
Winner, 2022 Enterprise
Product of the Year**



**Fastest Upload
Speeds in America,
Q1 2023**

After devoting budget to fund the upgrade, Barham went to typical phone vendors until one employee suggested a different route....

"I hadn't heard of RingCentral before this initial process, so I walked into it completely blind," says Barham. For the City of Williamsburg, anything technology-related—think 911 phone calls to fire department systems—falls on Barham's shoulders....

In working with the numerous RFPs, it was clear that RingCentral offered different features and functions that could benefit the city. And, the pricing from... RingCentral was such that he could reallocate some of the budgeted money to other projects. The savings from canceling old circuits and moving to the cloud also meant they could use very little capex for the upgrade, with the rest being opex.

Reference #2

Houston County Board of Education

Brian Trent

Director of Technology

Main Phone: (478) 210-8400

Fax: (334) 792.1016

brian.trent@hcbe.net

Quote:

"The year 2020 was an awful time for a lot of reasons. But there are some positive things that came out of it. The fact that the lockdowns prompted us to upgrade our phone system to the much more flexible and effective RingCentral is definitely one of them."

Background:

Like academic institutions across the country, the Houston County Board of Education found its entire teaching model suddenly threatened by the pandemic lockdowns.

Once the administration team at the Houston County Board realized they'd be offering parents the option of distance learning, they got to work right away, setting up digital teaching solutions. "We quickly got ramped up on Google Classroom and sent out

thousands of Chromebooks to students who needed them,” says Brian Trent, the Board’s Director of Technology.

About a third of the School District’s student body—nearly 10,000 students—took the distance-learning option. That created another significant challenge, one the Board had never faced before. “Right away, we got tons of calls from parents and teachers who were new to these tools, felt very stressed out about this remote learning arrangement, and needed our help.”

Fortunately, with the likelihood increasing of a statewide shutdown, Brian and his team had already signed up for RingCentral’s work-from-anywhere communications solution. When he realized that both teachers and the parents of remote students would face challenges using their new digital tools, Brian turned his RingCentral solution into a distributed call center. And he did it literally overnight.

“RingCentral set me up with an admin account. That night, from home, I logged into the system, spent about 30 minutes learning how it worked, and was able to set up our users and call groups after watching just a couple of short how-to videos.”

By the next morning, the technology team—some of whom were on campus but most at home—were taking support calls in shifts, through the RingCentral desktop app on their computers or the RingCentral mobile app on their cell phones.

Reference #3

Surry County, VA

Delon Brown

Director of IT

Main Phone:(757) 294-5082

Fax: (757) 294-0471

dbrown@surrycountyva.gov

Quotes:

“Residents depend on our agencies every day for essential services, and our previous VoIP system made it nearly impossible for those employees to stay accessible during COVID. RingCentral has made all the difference in our ability to work from anywhere,

communicate in whichever format the situation calls for — whether that's voice or text or video — all while keeping our county's telecom costs low."

"We've gained all of these amazing benefits — unified communications, mobile apps, intuitive user and admin portals, and an outstanding partner in RingCentral — and we're spending less than we were for a service that wasn't even meeting our needs. Just eliminating the mobile services, we had to roll out during the pandemic is going to save us about \$45,000 a year, all thanks to RingCentral."

Background:

For many years, Surry County's administrative employees — as well as the agencies they supported, such as the school board, sheriff's office, and circuit courts — relied on traditional telephony infrastructure. Delon Brown, Surry County's IT Director, explains that the region's rural nature meant phone service options and capabilities were extremely limited.

"Surry County has been called a broadband desert because we're rural, out of the way, and cover a huge geographic footprint," Delon says. "Because it's difficult and expensive to provide IT communications to an area like ours, we had only a few choices of carriers and services. "Prior to the pandemic, and just before Delon joined the team, Surry County migrated to a VoIP phone system. "When that system worked, it was fine. But it had limitations in functionality — like the ability for us to easily adjust our employees' phone services. And the big shortcoming was that it basically offered no ability to telework. "When the COVID lockdowns went into effect, and Surry County's employees were forced to vacate their offices, the administration quickly realized how detrimental it could be if government employees were inaccessible to the county's residents — particularly at such a difficult time as the pandemic.

"Our Department of Social Services had to keep functioning," explains Delon. "These are the people fielding child-care assistance requests and providing nutritional assistance to at-risk families. We did our best to equip these employees with mobile services and to forward office calls to their homes or cell phones. But that solution didn't scale — and I knew we could never again afford to be in a position like this, where our essential workers didn't have the communication tools, they needed to serve the people counting on them.

By deploying RingCentral (Message, Video, Phone), Surry County has been able to give its employees the ability to call, chat, SMS, meet, and even fax from anywhere, using any device equipped with the RingCentral softphone or mobile app. That capability,



Delon explains, has helped the staff improve their workflows and provide better service to constituents.

“RingCentral’s cloud software simplifies our operational workflows as it provides our teams with the ability to set custom work hours, voice promptings, IVRs, auto attendant, all from within the RingCentral web portal. The RingCentral and Microsoft 365 integration has also improved our business continuity.” In fact, Delon adds, “this added efficiency and mobility means we’re able to deliver better service to the residents who need us.”

Brief Description About Frontier, History, and Capabilities

Frontier was founded in 1935 as the Citizens Communications Company, and is based in Norwalk, Connecticut. We currently serve approximately 2.9 million customer locations and 400,000 companies in twenty-five states, employing nearly 14,000 employees throughout the country.

For 89 years, Frontier has provided innovative voice and data services, evolving with changes in technology to better serve our customers. Starting from offering universal telephone service in the 1930s to building a nationwide fiber network today, Frontier’s strength is in our expansive network reaching all corners of America. In addition to telephone and internet access, Frontier provides pioneering communications services which enhance these connections and the businesses that rely on them.

Our Mission

In a world wired for progress, Frontier is a trusted partner among constant change. Frontier partners with our customers to navigate, design, and deliver better ways for people, customers, and teams to engage and communicate.

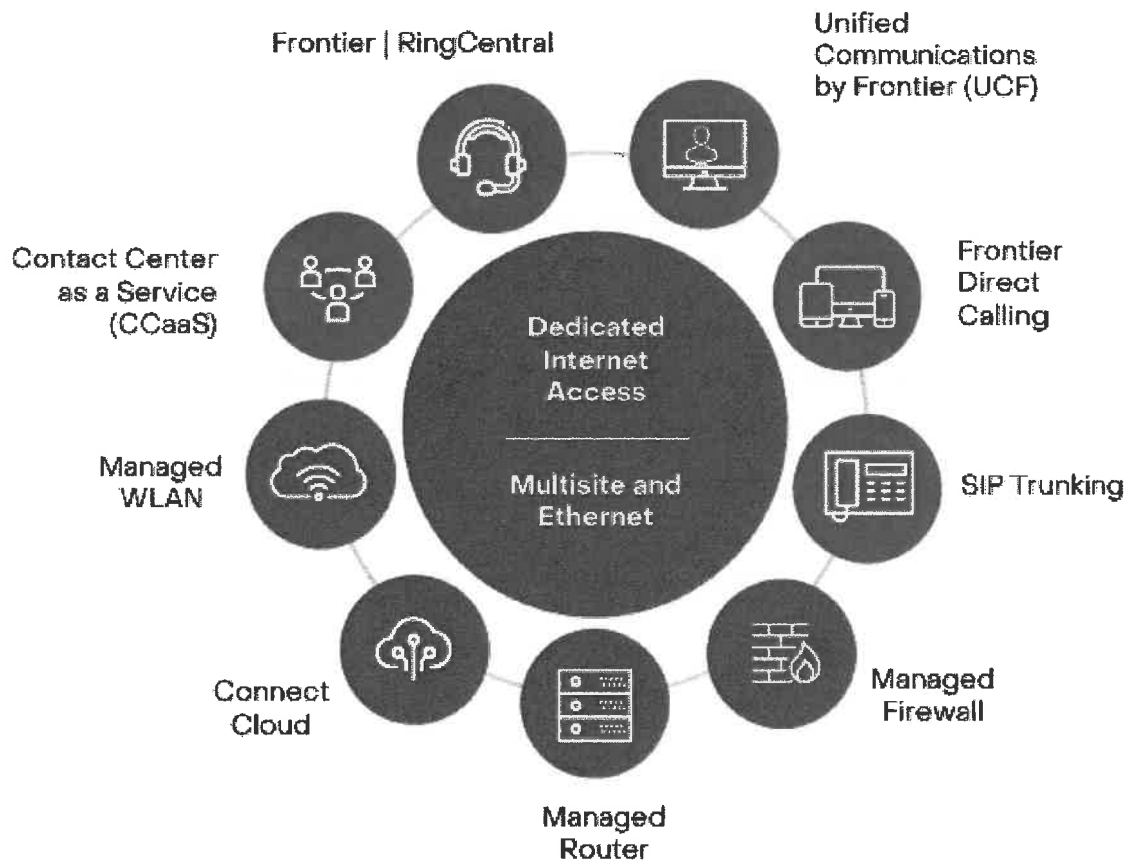
Our Values	Security	Efficiency	Growth
	MEF 2.0 Certified, 24x7 Monitoring, 7,000+ attacks blocked each month	Strong, managed solutions portfolio with industry competitive SLAs	Speeds of up to 10 Gbps; 8.7 TB of traffic at peak times



Why Frontier

Frontier is a premier organization built to keep your organization going. Connectivity needs are growing exponentially, increasing demand for communications infrastructure and the complexity of information technology work. Frontier is ready to help with the solutions, processes, and technical expertise to manage these complexities – today – with confidence and efficiency.

- **Available** – local account managers and dedicated support are the foundation of our services and ensure the quality and customization you need from your communications provider.
- **Proactive and Responsive** – Frontier operates three regional National Operations Centers and four Customer Service Centers, all of which operate 24/7/365 to monitor the strength and security of the network.
- **Transparent** – Frontier provides industry-competitive service level agreements which ensure the quality and consistency of our services.
- **Proven** – with over eighty years of experience, a national footprint, and the second most active MEF certified professionals in the world, Frontier has demonstrated its ability to design, implement, and manage technology for all its customers.
- **Robust** – our solutions portfolio includes offerings for organizations of any size and type.
- **State of the Art** – our solutions utilize industry-best practices and technologies with multiple hosting and service options.
- **Simple by Design** – services are fully managed, 24/7/365 to remove the complexity, cost, and worry of managing many increasingly advanced systems.
- **Customizable** – our true End-to-End solutions provide exactly what your organization needs in the way you need it.



About Frontier Infographic

Our Story



Frontier's mission is to connect America and Americans together with technology. We are bringing cutting edge technology to every corner of the country to bridge the digital divide and empower our communities. With more than 180,000 miles of fiber spanning 25 states, our growing network is designed with the evolving needs of organizations like yours in mind. We know providing better solutions, better service, and better value is the best way to ensure your organization excels. From copper to fiber, from dedicated connectivity to fully managed services, bringing people together is the core of our mission.

Our Company



Our Products

Our products connect people to the Digital Society

- We invest in all communities in our footprint, helping to bridge the digital divide.
- We serve as a provider of educational access in rural areas.



Our People

We develop a talented, diverse, sustainable workforce

- We want to build a safe, inclusive workplace where our people can thrive.
- We invest in communities where our employees live and work.



Our Planet

We are stewards of the environment

- Fiber uses less energy than competing technologies.
- Upgrading our copper network to fiber will reduce our greenhouse gas footprint significantly.



Our Governance

We are committed to the highest principles of governance

- We have a board comprised of diverse backgrounds with separate Chairman and CEO roles.
- We've implemented comprehensive compliance and ethics programs and 'pay for performance' executive compensation.

Our Team



Nick
Jeffery



Scott Beasley
Chief Financial
Officer



Veronica Bloodworth
Chief Network
Officer



Ettienne Brandt
EVP, Commercial



Vishal Dixit
EVP, Strategy &
Wholesale



Alan Gardner
Chief People
Officer



John Harrobin
EVP of
Consumer



Erin Kurtz
Chief Communication
Officer



Charlton McIntosh
EVP Chief
Customer



Mark Nielsen
Chief Legal
Officer



Melissa Pint
EVP Chief
Digital

Frontier Personnel – Project Management & Account Team

Frontier will be the primary organization responsible for the solution, with the following defined local personnel roles:

Benjamin Cranston

Frontier Enterprise Account Executive II (Account Executive)

benjamin.cranston@ftr.com

813-400-9265

Terri Lucas

Frontier Enterprise Sales Director (Authorized Signer)

terri.lucas@ftr.com

813-390-0961

Angela Corell

Frontier Enterprise Customer Service Specialist (Customer Service)

angela.corell@ftr.com

866-491-5288

Jason Meier

Ripcord Director of Operations (Project Management)

jmeier@ripcordsupport.com

813-638-4590

Company Details:

Ascent Brands LLC DBA Ripcord Support

Tampa Operations

224 Inverness Ave.

Temple Terrace, FL. 33617

Paul Buss, President

pbuss@ripcordsupport.com

Ascent Brands LLC DBA Ripcord Support

a Texas limited liability company

EIN 94-3373912

8105 Rasor Blvd., Suite 116

Plano, TX 75024

www.ripcordsupport.com

Ripcord Support has provided cloud migration support for carriers like Frontier and customers for over eight years, with a focus on RingCentral and BroadSoft platforms. Their stateside operations in Tampa, FL assist providers with onboarding, product launch, and migration programs, customer training, and sales channel support. Collectively, we categorize these services as 'White Glove' programs.

A natural extension of their White Glove services is to provide on-site field services for clients requiring more than a self-service activation experience. Ripcord Support has staff resources in the Tampa / St. Pete market and will provide this scope for the City.

Frontier | Ripcord Partnership

Ripcord is the Frontier subcontractor that will be used for a RingCentral solution installation and is the single point of contact for implementation. Maintenance and ongoing support are provided by the Frontier NOC (TSO) team with RingCentral Tier II engagement and dispatch if needed.

Statement of Assurance

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach, will apply.

Frontier Response:

Frontier is a nationwide supplier of telecommunication services and products and enters into multiple contracts on a routine basis, therefore, Frontier is party to various legal proceedings arising in the normal course of our business covering a wide range of matters or types of claims. Frontier enters into discussions and negotiations to remedy such issues. Frontier is not aware of any contract termination or litigation that is pending that would materially affect Frontier's performance under any contract. Significant litigation is described in the Annual Report of Frontier Communications.

Frontier in Florida Infographic



1 of our 3
National Network
Operations Centers
is located in Florida

4,000+
Commercial
Customers

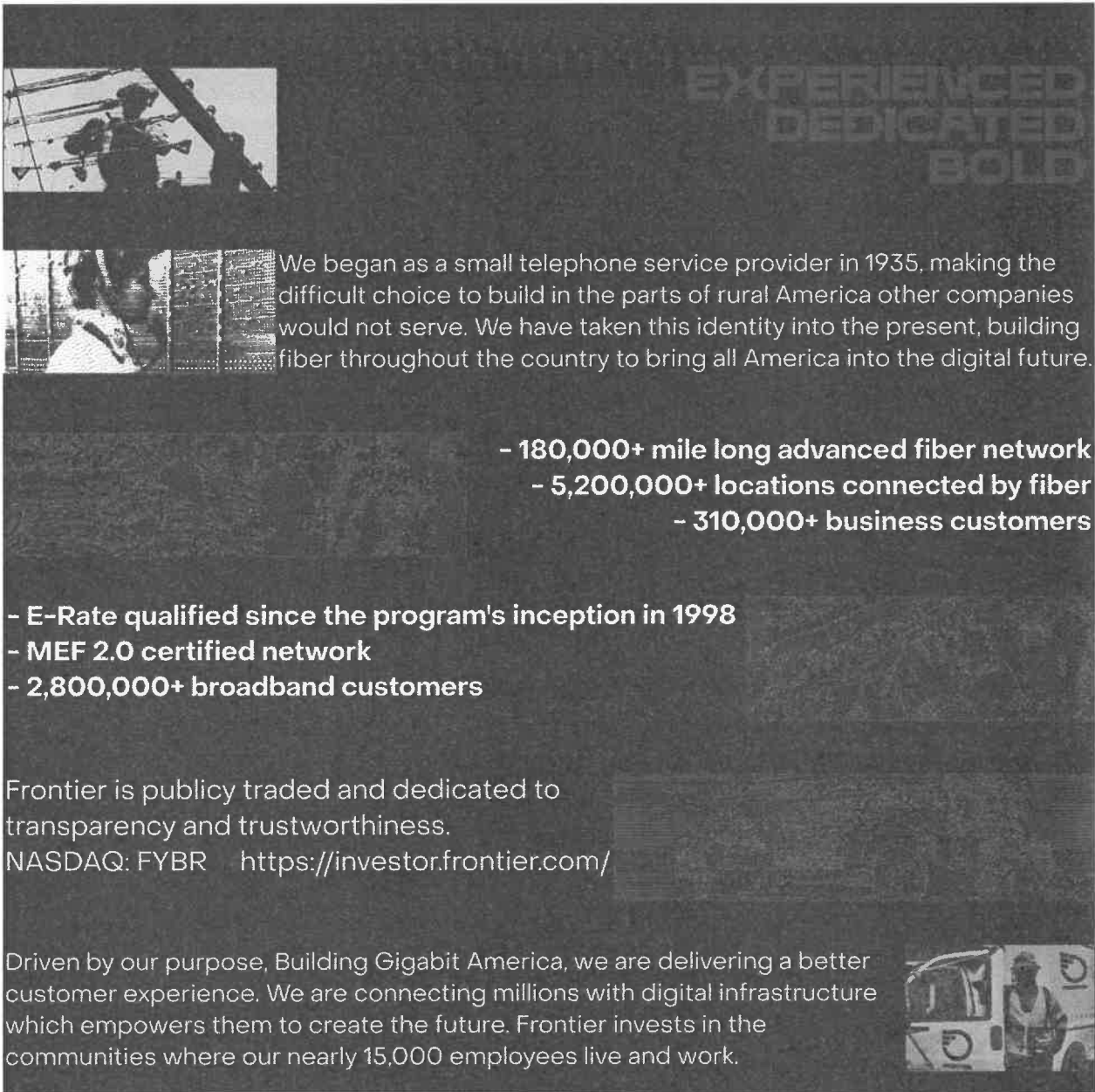
44,000+
Residential
Customers

2037

Employees in Florida, including **155** operations technicians building and maintaining our lines, **120** customer consultants, and many specialists in the National Network Operations Center.

We are the incumbent carrier for the Tampa area and beyond, and have provided exemplary service to critical infrastructure through hurricanes. We are committed to expanding our footprint in Florida.

Experience



**EXPERIENCED
DEDICATED
BOLD**

We began as a small telephone service provider in 1935, making the difficult choice to build in the parts of rural America other companies would not serve. We have taken this identity into the present, building fiber throughout the country to bring all America into the digital future.

- **180,000+ mile long advanced fiber network**
- **5,200,000+ locations connected by fiber**
- **310,000+ business customers**

- **E-Rate qualified since the program's inception in 1998**
- **MEF 2.0 certified network**
- **2,800,000+ broadband customers**

Frontier is publicly traded and dedicated to transparency and trustworthiness.
NASDAQ: FYBR <https://investor.frontier.com/>

Driven by our purpose, Building Gigabit America, we are delivering a better customer experience. We are connecting millions with digital infrastructure which empowers them to create the future. Frontier invests in the communities where our nearly 15,000 employees live and work.

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

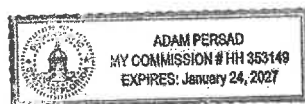
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of May, 2024, by Terry Lucas, who is personally known to me or has produced FL Driver License as identification.

(SEAL)



Adam Persad
Notary Public - State of Florida

Adam Persad
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

28

V020922

Frontier's Contractor's License and Insurance Certificates

Contractor's License

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F95000002696

Entity Name: FRONTIER COMMUNICATIONS OF AMERICA, INC.

Current Principal Place of Business:

401 MERRITT 7
NORWALK, CT 06851

Current Mailing Address:

401 MERRITT 7
NORWALK, CT 06851 US

FEI Number: 06-0879938

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 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 PRES
Name JEFFERY, NICHOLAS
Address 401 MERRITT 7
City-State-Zip: NORWALK CT 06851

Title VP
Name MCARTHUR, GEORGE
Address 401 MERRITT 7
City-State-Zip: NORWALK CT 06851

Title SEC
Name MEYER, ANNE
Address 401 MERRITT 7
City-State-Zip: NORWALK CT 06851

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: GEORGE MCARTHUR

VICE PRESIDENT

05/01/2024

Electronic Signature of Signing Officer/Director Detail

Date

Insurance Certificate

This Certificate of Insurance is "For Informational Purposes Only." Upon award, Frontier will provide a Certificate of Insurance specific to City of St. Pete Beach (as Certificate Holder), and that will align with the requirements outlined in the contract.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/13/2023																																																																																									
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																																																													
PRODUCER MARSH USA LLC 540 W MADISON CHICAGO, IL 60651		CONTACT NAME: Marsh U.S. Operations PHONE: (866) 965-4064 FAX: (866) 965-4064 E-MAIL: Chicago.CertRequest@marsh.com ADDRESS: Chicago																																																																																											
CH102654337-GAYO-23-24		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Standard Insurance Company</td><td>28367</td></tr><tr><td>INSURER B: Zurich American Insurance Company</td><td>18635</td></tr><tr><td>INSURER C: Associated Electric & Gas Ins. Services Ltd.</td><td>3190004</td></tr><tr><td>INSURER D: American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>				INSURER	NAIC #	INSURER A: Standard Insurance Company	28367	INSURER B: Zurich American Insurance Company	18635	INSURER C: Associated Electric & Gas Ins. Services Ltd.	3190004	INSURER D: American Zurich Insurance Company	40142	INSURER E:		INSURER F:																																																																											
INSURER	NAIC #																																																																																												
INSURER A: Standard Insurance Company	28367																																																																																												
INSURER B: Zurich American Insurance Company	18635																																																																																												
INSURER C: Associated Electric & Gas Ins. Services Ltd.	3190004																																																																																												
INSURER D: American Zurich Insurance Company	40142																																																																																												
INSURER E:																																																																																													
INSURER F:																																																																																													
COVERAGES CERTIFICATE NUMBER: CH-01000035-06 REVISION NUMBER: 3 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. <table border="1"><thead><tr><th>LINE</th><th>TYPE OF INSURANCE</th><th>ADD. SUBR. INFO. WORD</th><th>POLICY NUMBER</th><th>POLICY EFF. DATE (MM/DD/YYYY)</th><th>POLICY EXP. DATE (MM/DD/YYYY)</th><th>LIMITS</th></tr></thead><tbody><tr><td>A</td><td>COMMERCIAL GENERAL LIABILITY</td><td></td><td>GLO 0285992 06</td><td>09/01/2023</td><td>09/01/2024</td><td>EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOSP AGG \$ 4,000,000</td></tr><tr><td colspan="7">GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:</td></tr><tr><td>B</td><td>AUTOMOBILE LIABILITY</td><td></td><td>BAP 0285990 06</td><td>09/01/2023</td><td>09/01/2024</td><td>COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$</td></tr><tr><td colspan="7">☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE/LEASED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY</td></tr><tr><td>C</td><td>UMBRELLA LIAB</td><td></td><td>XL5843203P</td><td>09/01/2023</td><td>09/01/2024</td><td>EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000</td></tr><tr><td colspan="7">☒ EXCESS LIAB ☒ CLAIMS-MADE ☐ RETENTION \$</td></tr><tr><td>D</td><td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td><td></td><td>WC 0285985 06 (AOS)</td><td>09/01/2023</td><td>09/01/2024</td><td>☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td></tr><tr><td colspan="7">B: HAVING DIRECT OR INDIRECT EXECUTIVE OFFICER/OWNER/EXCLUDED? (If yes, describe under DESCRIPTION OF OPERATIONS below)</td></tr><tr><td colspan="7">DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Info Purpose Only</td></tr><tr><td colspan="3">CERTIFICATE HOLDER</td><td colspan="3">CANCELLATION</td></tr><tr><td colspan="3">Frontier Communications of America, Inc. 401 Main St Norwalk, CT 06851</td><td colspan="3">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</td></tr><tr><td colspan="3"></td><td colspan="3">AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>Marsh USA LLC</i></td></tr></tbody></table> ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD © 1998-2016 ACORD CORPORATION. All rights reserved.						LINE	TYPE OF INSURANCE	ADD. SUBR. INFO. WORD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	A	COMMERCIAL GENERAL LIABILITY		GLO 0285992 06	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOSP AGG \$ 4,000,000	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:							B	AUTOMOBILE LIABILITY		BAP 0285990 06	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE/LEASED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY							C	UMBRELLA LIAB		XL5843203P	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	☒ EXCESS LIAB ☒ CLAIMS-MADE ☐ RETENTION \$							D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 0285985 06 (AOS)	09/01/2023	09/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	B: HAVING DIRECT OR INDIRECT EXECUTIVE OFFICER/OWNER/EXCLUDED? (If yes, describe under DESCRIPTION OF OPERATIONS below)							DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Info Purpose Only							CERTIFICATE HOLDER			CANCELLATION			Frontier Communications of America, Inc. 401 Main St Norwalk, CT 06851			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 of Marsh USA LLC <i>Marsh USA LLC</i>		
LINE	TYPE OF INSURANCE	ADD. SUBR. INFO. WORD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS																																																																																							
A	COMMERCIAL GENERAL LIABILITY		GLO 0285992 06	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOSP AGG \$ 4,000,000																																																																																							
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:																																																																																													
B	AUTOMOBILE LIABILITY		BAP 0285990 06	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																																																																																							
☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE/LEASED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY																																																																																													
C	UMBRELLA LIAB		XL5843203P	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000																																																																																							
☒ EXCESS LIAB ☒ CLAIMS-MADE ☐ RETENTION \$																																																																																													
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 0285985 06 (AOS)	09/01/2023	09/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000																																																																																							
B: HAVING DIRECT OR INDIRECT EXECUTIVE OFFICER/OWNER/EXCLUDED? (If yes, describe under DESCRIPTION OF OPERATIONS below)																																																																																													
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Info Purpose Only																																																																																													
CERTIFICATE HOLDER			CANCELLATION																																																																																										
Frontier Communications of America, Inc. 401 Main St Norwalk, CT 06851			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 of Marsh USA LLC <i>Marsh USA LLC</i>																																																																																										

POLICY NO. XL5943203P

**NAMED INSURED: Frontier Communications
Parent, Inc. and its Subsidiaries**

AEGIS

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

UNDERLYING LIMITS SCHEDULE

SCHEDULE NO. 1

This schedule is attached to and forms a part of Item 6 of the Declarations of POLICY No. XL5943203P and lists all underlying insurance or self-insured retentions maintained by the NAMED INSURED effective this 1st day of June, 2023 at 12:01 A.M. Local Time at the address of the NAMED INSURED.

Insured or Uninsured

\$1,000,000 any one OCCURRENCE - General Liability

\$1,000,000 any one OCCURRENCE - Pollution Liability

\$2,000,000 any one OCCURRENCE - Automobile Liability

\$ 500,000 any one OCCURRENCE - Emergency Assistance Agreement

\$1,000,000 any one OCCURRENCE - Employer's Liability

\$ 500,000 any one OCCURRENCE - Standards Board Activity

\$ 500,000 any one OCCURRENCE - Community Service Activity

\$5,000,000 any one OCCURRENCE - Non-Owned Aircraft Liability (Manned and Unmanned Aircraft)

\$1,000,000 any one OCCURRENCE - Watercraft Liability

As per policy wording



Signature of Authorized Representative

8300 (07/2011)

Page 1 of 1

PRINT - 06/06/2023 10:14:51

Non-Collusion Affidavit Form

VII. NON-COLLUSION AFFADAVIT

STATE OF _____
COUNTY OF _____

I state that I Terri Lucas Director, Enterprise Sales of Frontier Communications of America, Inc.

(Name and Title)

(Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____ its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

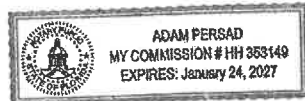
Name of Organization: Frontier Communications of America, Inc.

Signed By: _____

Print Name: Terri Lucas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of May, 2024, by Terri Lucas, who is personally known to me or has produced FL Driver License as identification.

(SEAL)



Adam Persad
Notary Public - State of Florida

Adam Persad
(Print, Type, Stamp, or Commissioned Name of Notary Public)

V020922

29

Frontier Responses to RFB

VI. Specifications

Frontier has read the City of St. Pete Beach RFB and the 7 associated addendum documents and is responding with a Frontier RingCentral cloud-based VoIP (Voice over Internet Protocol) solution to replace the current deprecated system. The Frontier RingCentral solution includes unified messaging and will integrate with Microsoft 365. The Fee Schedule provides 100 phones with an added 10% contingency for ongoing inventory. We are offering to replace existing phones with equivalent IP phones that support basic telephony features. An employee could log in anywhere on or off the company network (home phone, cell phone, or computer) and make and receive calls seamlessly. With Frontier as the provider of the 1Gb fiber circuit, soon to be upgraded to a Frontier 2Gb fiber circuit, this solution pairing with our fiber further promotes a seamless implementation and stellar quality and end-user experience.

The following paragraphs provide our responses to the RFB specifications.

1. Network Infrastructure: Work with our support provider to ensure network infrastructure is sufficient and configured appropriately.

- *Quality of Service (QoS) configured to prioritize voice packets over other data traffic.*

Frontier Response:

We provide overall system health analytics, which can be viewed in the admin portal. We also provide a QoS monitoring tool that allows the dissection of individual calls and the overall QoS being experienced in the account. Frontier with RingCentral can manage QoS in a variety of ways, depending on the connectivity model. OTT, we maintain peering agreements with most major carriers to ensure the data packets take the shortest possible number of hops, and additionally manage bandwidth and QoS at the router and firewall level. Frontier with RingCentral's monitoring tools allows customers to troubleshoot and identify where issues are happening as they pertain to a particular phone or user, isolate the issue, and take corrective action. Also, QoS and bandwidth prioritization take place at the router and firewall level by either partitioning bandwidth or prioritizing traffic.

- *Redundant internet connections or failover mechanisms for uninterrupted service availability.*

Frontier Response:

Frontier with RingCentral's major data centers are located on the East and West Coasts of North America and in Northern and Southern Europe. We have multiple point-of-presence data centers throughout North America. This geo-redundant, active/active architecture ensures high availability even when faced with major regional natural or other disasters.

Within each major data center, we provide high availability, redundant architecture. Access to the Internet is ensured through the purchases of multiple Internet transits at each data center. All of Frontier with RingCentral's service components are designed with high availability, fault tolerance, and fault impact segregation in mind. Customer data – including service configurations, messages, etc. – is fully replicated across our data centers in real time. PSTN access is ensured through the purchase of connectivity from multiple Tier 1 global telecommunications providers at each data center.

2. Hardware Requirements:

- *IP Phones: Compatible with SIP (Session Initiation Protocol) and PoE (Power over Ethernet) capable for simplified deployment.*

Frontier Response:

RingCentral Cloud Connector allows businesses to interconnect on-premises PBX to cloud via SIP trunking. Enable onNet calling between on-premises and cloud users. We can provide one or more SIP trunks to connect to your SBC(s) depending on your infrastructure needs and geographic repartition. Frontier with RingCentral can provide phones that are powered via PoE. All phones provided by Frontier with RingCentral have dual-port Ethernet switching on the back of the phone, allowing phones and computers to share a single Ethernet drop.

- *Firewall: Configured to allow VoIP traffic and implement security measures to prevent unauthorized access.*

Frontier Response:

Frontier with RingCentral utilizes SPI and other methods of firewall. Our service perimeter is protected with firewalls and session border controllers. We are using firewalls to protect our perimeter network. We periodically update our firewall firmware, so there is no specific version.

3. Software Components:

- *VoIP Server: Cloud-based server infrastructure hosted by the selected vendor to manage call routing, signaling, and user authentication.*

Frontier Response:

We run our infrastructure in a private cloud (rented rack and power in Equinix data centers). The hosting environment consists of enterprise vendors for computing/storage/databases and virtualization. Frontier with RingCentral is hosted in geo-redundant data centers in the United States (California and Virginia), EMEA (Amsterdam and Switzerland), and Asia Pacific (Singapore). Identical redundancies and data center build outs are underway in South America. Frontier with RingCentral is Tier 4 in all data centers in order to deliver enterprise-class communication service over the web.

- *VoIP Applications: Web-based administration portal for system configuration, user management, and reporting.*

Frontier Response:

Frontier with RingCentral's portal is a web-based tool which provides all MACD capability and call flow, call queues, IVR, analytics, and endpoint management. The interface is designed to be self-managed with logical design and visual editors. The interface is also equipped with advanced rule-checking criteria to ensure that no new call routing rules conflict with existing rules.

- *Softphone Clients: Software applications for desktop and mobile devices to enable users to make and receive calls over the VoIP system.*

Frontier Response:

Frontier with RingCentral's UCaaS solution provides users with software clients for desktop and laptop computers, and for mobile smartphones and tablets. Across clients and devices, users enjoy the full suite of enterprise communications and collaboration features and capabilities. Our solution was designed and built from the ground up to be a mobile-first solution that serves

today's mobile and distributed workforces. The softphone and mobile clients provide full calling, faxing, SMS texting, audio conferencing, video conferencing, web sharing, and team collaboration functionality. With just the click of a button or a tap on the screen, users can access these features from within our intuitive, easy-to-use, and aesthetically pleasing user interface. Users can manage their settings (including call handling rules) directly from the mobile client or from the softphone (a single click from the softphone takes the user to the web service portal, where full settings and logs are available). Apart from superior user experience and high service availability, we allow administrators to manage the entire system from anywhere, at any time. Administrators have full managerial control over the system from the web portal. Of even greater value to our customers is the ability to manage the entire system right from the administrator's mobile application. Full administrative settings and functionality are available natively on the mobile client.

4. Security Measures:

- *Encryption: Provide details on how you encrypt and protect voice traffic*

Frontier Response:

Frontier with RingCentral provides Transport layer Security (TLS) and Secure Real-time Transport Protocol (sRTP) encryption for voice transport signaling and media. Data at rest, including stored data, is encrypted on our back-end servers for storage and database applications. We employ HTTPS access to all portals (e.g., service.ringcentral.com). All non-voice data are Secure Sockets Layer or SSL encrypted.

We utilize Advanced Encryption Standard (AES) 256 whole disk encryption. For voice data encryption in transit, we offer Secure Voice, which provides robust security protocols to both signaling and media for supporting endpoints. It uses TLS and sRTP, two enterprise-grade security protocols, to provide additional security for phone calls.

- TLS is a cryptographic protocol that provides encryption on the Session Initiation Protocol (SIP) signaling data in the application layer. This protocol secures the SIP signaling communication between supported endpoint devices and the RingCentral servers.

- sRTP is a profile of the Real-time Transport Protocol (RTP) that provides encryption, message authentication, and integrity, as well as replay protection to the RTP packet stream that is transported between supported endpoint devices and the RingCentral servers.

Frontier with RingCentral uses a secure salted hash to store and encrypt passwords. The service uses TLS for passwords in transit. Passwords are hashed for both RingCentral accounts and customer accounts.

- *Access Control: Implement access control to restrict access to administrative functions and sensitive data.*

Frontier Response:

Frontier with RingCentral can restrict access based on roles and permissions. We have an access control model on multiple levels:

- Providing the correct level of access to our internal staff
- Providing the correct level of access to carrier personnel
- Providing the correct level of access to end-users of the service

We provide administrative access via an admin web portal. This portal allows configuration of the service, e.g. performing actions like deleting users, changing the tier of service, suspending accounts, etc. This is fully configurable with the ability to create profiles with access to specific features only any only any level of flexibility is available with custom profiles. We can create any number of profiles for you and allow you to manage the distribution of those profiles to their users via SSO authentication. Within the product, company-level administrators can configure custom roles to allow the availability of only the features relevant to them and their colleagues. Frontier with RingCentral provides a comprehensive list of pre-defined roles already in the product to cater to flexibility at each level and supports the instant creation of fully customizable and configurable roles and permissions for users.

- *Intrusion Detection/Prevention Systems (IDS/IPS): What systems or services are in place to monitor network traffic for suspicious activities and automatically block or alert administrators of potential threats?*

Frontier Response:

Frontier with RingCentral uses Intrusion Detection Systems (IDS) to monitor network activity for suspicious traffic and attacks. Technology layers include intrusion detection systems, system logs, and fraud analytics. We use IDS to generate alarms related to network security events. The IDS/IPS system is monitored by the Security Team. We have NOC monitoring incidents 24x7. The security director is notified of the incident immediately. The required teams follow the approved information security incident response guide.

5. Redundancy and High Availability:

- *Geographic Redundancy: Deploy VoIP service across multiple data centers or regions to ensure redundancy and failover capabilities in case of hardware or network failures.*

Frontier Response:

Frontier with RingCentral's services are hosted in data centers that undergo SSAE 16 and/or ISO 27001 audits. The data centers share hosted facilities space with some of the world's largest Internet companies and financial institutions. The geographic diversity of our locations acts as an additional safeguard, minimizing the risk of loss and service interruption because of natural disasters and other catastrophic situations.

- *Load Balancing: Distribute incoming call traffic across multiple servers to prevent overload and ensure consistent performance.*

Frontier Response:

We utilize both load balancing and failover technology to keep our systems continuously up and running— a third layer of redundancy. For example, primary and secondary servers contain multiple servers that back each other up.

- *Automatic Failover: Configure automated failover mechanisms to reroute traffic to backup servers and circuits in the event of a service failure.*

Frontier Response:

The Frontier with RingCentral service is architected to support failover conditions in case of emergency. Our service is built with geographically distributed redundancy. Primary and backup locations remain online simultaneously, with a primary pod in active mode, and the secondary pod in standby mode. Database replication between locations is in real-time,

with failover being built into the service. If a primary location is unavailable, the backup location will continue service. In addition to infrastructure and application redundancy, we have geographically distributed operations such that service operations can continue if one location is not available.

6. Enterprise Mobility:

- *Enable a mobile workforce to communicate on the device of their choosing regardless of location (office, field, home etc.). The goal is constant connectivity and mobile unified communications no matter the location where staff may be. The solution should extend the features of the desk phone to the mobile device.*

Frontier Response:

Users will access the system from any location. All mobile and remote users will simply need access to broadband internet (or 3g/4g connectivity on their mobile phone). Multiple methods of security are available to all users to protect illegal remote access. In addition, Frontier with RingCentral utilizes TLS and SRTP to secure voice communications of your users.

7. Interoperability and Integration:

- *Briefly describe integrations with commercial platforms*

Frontier Response:

The RingCentral Connect Platform is a modern API set which consists primarily of REST APIs, web socket APIs (for push notifications), and OAuth2 authentication. These APIs can be consumed via any language, but Frontier with RingCentral offers SDKs that wrap its APIs in various languages, including JavaScript, Java, and C#. These APIs cover all the functionality offered by Frontier with RingCentral. All our integrations, homegrown or partner-initiated, are built using these APIs.

8. Monitoring and Reporting:

- *Real-time Monitoring: Monitor system performance, call quality, and network latency in real- time to proactively identify and address issues.*

Frontier Response:

Frontier with RingCentral has a centralized monitoring system that is constantly monitored for alarms by our Global Network Operations Center (NOC) team. If an alarm is triggered, the NOC will triage the alarm and then contact the designated on-call operations engineer(s) to resolve the alarm.

Before a platform component is brought into production, its critical monitoring points (e.g., resource utilization, critical processes, application performance metrics) are identified and a monitoring template with predefined alarm thresholds is configured in our monitoring system for that component. For each instance of this component that is brought into production, the monitoring template is applied and then our monitoring system will notify our NOC of any alarms.

We use Zabbix for alert monitoring and UPTC (in house) for automated monitoring and testing. We also use LogicMonitor for testing. These applications are integrated into our internal operational policies and procedures to ensure effective monitoring and system performance.

We provide overall system health analytics, which can be viewed in the admin portal. We also provide a QoS monitoring tool which allows the dissection of individual calls as well as the overall QoS being experienced in the account. We can manage QoS in a variety of ways, depending on the connectivity model. OTT, we maintain peering agreements with most major carriers to ensure the data packets take the shortest possible number of hops, and additionally manage bandwidth and QoS at the router and firewall level.

Our monitoring tools allow customers to troubleshoot and identify where issues are happening as it pertains to a particular phone or user, isolate the issue, and take corrective action.

- *Call Detail Records (CDR): Capture and store detailed information about each call, including caller ID, duration, and call quality metrics for reporting and analysis. Specifically, we are concerned about the metrics for call length, number of calls unanswered, going to voicemail and dropped calls. Please describe your solution to the Call Accounting System*

Frontier Response:

Frontier with RingCentral's Call Log shows raw data of all the incoming and outgoing calls and faxes made on the entire account. The Call Log displays a complete record of incoming and outgoing calls and faxes for the company

number and any or all specified extensions. The view can be customized according to a period of time, type of call (inbound or outbound), blocked calls, or recorded calls. It allows reports to be saved and delivered to a designated email address on a daily, weekly, or monthly basis, or on specified days.

Note that Call Log data for a call is available instantaneously, including for incoming, outgoing, and in-progress calls.

In addition, our Analytics Portal contains reports that provide enhanced data visualization, allowing City of St. Pete Beach, FL. to access dashboards with over 30 key performance metrics, as well as view trends and call patterns for a period.

9. Compliance and Regulatory Requirements:

- *E911 Support: Ensure compliance with E911 regulations by providing accurate caller location information to emergency services.*

Frontier Response:

Frontier with RingCentral supports E911 capabilities for all physical desk phones with specific addresses customizable for each physical location. This information has the primary address and suite or floor number. Frontier with RingCentral provides the ability to enter an emergency address for all Frontier with RingCentral digital lines (DLs). This emergency address includes physical address and additional information (such as building location, suite, apt #). This information is passed to the local PSAP. For mobile clients, the clients need to leverage the inherent cellular device's 911 capabilities.

- *Regulatory Compliance: Adhere to relevant data protection regulations, such as GDPR (General Data Protection Regulation) and HIPAA (Health Insurance Portability and Accountability Act) for handling sensitive information.*

Frontier Response:

Frontier with RingCentral fully complies with EU (and US) Data regulations, including GDPR. The HIPAA-compliant Frontier with RingCentral solution ensures that customer calls and messages are secure with encryption in transit and at rest. These protections include encrypted data transfer, physical protections at data centers, comprehensive digital tracking with clear audit trails, secure file storage, and other methods to help customers defend against data loss and comply with regulations such as HIPAA, the Sarbanes-

Oxley (SOX) and Gramm–Leach–Bliley (GLBA) acts, as well as PCI mandates for protecting online transactions.

10. Disaster Recovery:

- *Data Backup: Maintain regular backups of configuration data, call logs, and user settings to ensure data integrity and facilitate disaster recovery.*

Frontier Response:

We have real-time replication of our application across redundant databases, both within our data centers and across our data centers that run in a fully active/active mode. We perform full backups daily, which are retained locally as well as replicated to offsite locations for additional protection.

- *It is the intent of this proposal to have a system that has failover capabilities in case of system failure and to have an acceptable level of redundancy to eliminate any single point of failure taking any part of the service offline. Please describe your disaster recovery plan to ensure the system is operational 24/7.*

Frontier Response:

Our platform has been designed from the ground up with disaster recovery, high availability, and geo-redundancy as core infrastructure requirements.

Frontier with RingCentral houses its core technology infrastructure and global network in multiple geographically diverse, state-of-the-art, Tier-4 data centers, minimizing the risk of loss and regional service interruption due to natural disasters and other catastrophic situations.

Our major data centers are located on the East and West Coasts of North America and in Northern and Southern Europe. Frontier with RingCentral has multiple point-of-presence (POP) data centers throughout North America. This geo-redundant, active-active architecture ensures high availability even when faced with major regional natural or other disasters.

Within each major data center, we provide high availability, redundant architecture. Access to the Internet is ensured through the purchases of multiple Internet transits at each data center. All of our service components are designed with high availability, fault tolerance, and fault impact segregation in mind. Customer data – including service configurations, messages, etc. – is fully replicated across our data centers in real time. PSTN access is ensured through

the purchase of connectivity from multiple Tier 1 global telecommunications providers at each data center.

Together, these geographic and internal redundancies form an architecture that provides our customers with a highly available and enterprise-class business communications and collaboration solution.

In the event of a failure, our automated systems, in conjunction with an always-on and world-class network operations center (NOC), ensure a rapid transition to back-up systems as needed to maintain uninterrupted service availability. If a system failure within one of our data centers is detected, the redundant system – whether within that same data center or at another data center – takes over operations under internal failover policies and procedures.

In the event a geographic disaster causes a data center failure, our other major data center assumes immediate and complete system operations with no loss of functionality or customer data.

11. Training and Support:

- *User Training: Provide training sessions for end-users to familiarize them with the VoIP system's features and functionality, including desk phones, softphones, end user configuration portal, and standard reports.*

Frontier Response:

Frontier with RingCentral offers comprehensive training that includes both “train the trainer” as well as “end user” training. Depending on your specific needs, we can provide onsite as well as remote training options. Additionally, our in-depth knowledge base complete with FAQs, video tutorials, screenshots, as well as administrative and user’s guides are available online to everyone within your organization. As the relationship between our organizations grow, we welcome the opportunity to discuss all our training options in further detail.

- *Chosen partner should provide training for the IT team in the administration, maintenance, programming, and daily operation of the overall solution.*

Frontier Response:

Frontier with RingCentral offers comprehensive training that includes both “train the trainer” as well as “end user” training. Over the course of the deployment, users receive training for managing their own systems, including

their personal greetings, hold music, call forwarding, and call screening. In our experience, users welcome the chance to manage their own settings through easy-to-use Web forms from their desktop computers or even their smartphones.

We will provide on-site, and virtual training as required by your users and administrators, ensuring comfort with the system before moving to full operation. We will work with you to develop a custom scope of work to include pre- cutover training, customer support, and post-installation training.

We will provide administrator and user start guides for all appropriate personnel, along with the delivery and implementation of the new solution. Users and administrators will also have full access to our online support community and customer care center, in which additional learning, documentation, and perpetual education about functionality and troubleshooting resides.

- *Outline support model in detail*
 - *Indicate any options available.*
 - *Trouble reporting and escalation procedures.*
 - *Hours of operation for help or trouble reporting.*

Frontier Response:

Frontier with RingCentral's network operations center (NOC) operates 24x7x365 to ensure optimal system configuration and service availability. Our engineers continuously monitor countless systems, metrics, and alarms. In the event of a failure, our automated systems, in conjunction with an always-on and world-class NOC, ensure a rapid transition to back-up systems, as needed, to maintain uninterrupted service availability. If a system failure within one of RingCentral's data centers is detected, the redundant system — whether within that same data center or at another data center — takes over operations under internal failover policies and procedures. In the event a geographic disaster causes a data center failure, RingCentral's other major data center assumes immediate and complete system operations with no loss of functionality or customer data.

While issues are being troubleshoot, NOC personnel will transition the affected system components to their active mirror in the second data center. This

active/active configuration ensures customers enjoy high service availability. Once the issue is resolved, all systems will return to their optimal configuration. In the event the issue originates from local client locations, Our support teams will work with City of St. Pete Beach, Fl. to rapidly resolve the issues, always maintaining open and frequent communications.

RingCentral uses five internal alarm levels to ensure reliable operations (presented here from the lowest to highest importance):

- Informational (take note, no direct-action results)
- Warning (watch and take action as needed)
- Critical (immediately fix and/or escalate)
- Service Outage (immediately fix and escalate)
- Disaster (immediately fix and escalate through a live conference call regardless of day or time)

Our customers are immediately notified of issues and outages affecting their service. Customers are also notified when the issue is resolved, what the issue was, and how it was resolved.

- *Describe maintenance and support escalation procedure.*

Frontier Response:

Your Frontier Account Executive, Benjamin Cranston, would be your dedicated primary contact for moves, adds, or service changes. With one call to 888-637-9620, support would be available 24/7/365 to open up a ticket and get 1st level support . See the chart on the next page for Support Escalation Contact Information.

Escalation Contact Information

Contact Information

All Products & Services

- ☐ 1-888-637-9620
 - ☐ Option 1 – Open New Ticket
 - ☐ Option 2 – Status
 - ☐ Option 3 – Escalate Ticket
 - ☐ Option 4 – Technical Assistance
 - ☐ Option 1 – DS1
 - ☐ Option 2 – DS0
 - ☐ Option 3 – DS3 / Sonet
 - ☐ Option 4 – Ethernet
 - ☐ Option 5 – Managed Services
 - ☐ Option 6 – Advanced Business Solutions (CPE)
 - ☐ Option 7 – Cyber Center

Customer Premise Equipment (Mitel & Avaya)

- ☐ 1-855-438-7273
 - ☐ Option 1 – Repair
 - ☐ Option 1 – New Ticket
 - ☐ Option 2 – Status
 - ☐ Option 3 – Escalate Ticket
 - ☐ Option 4 – Technical Assistance

Managed Technology

- ☐ 1-800-716-2425
 - ☐ Option 1 – VoIP
 - ☐ Option 2 – SD WAN
 - ☐ Option 3 – Managed Firewall
 - ☐ Option 4 – Cloud Services
 - ☐ Option 5 – Managed WiFi

Escalation Contacts

1 st Level	Escalation Team – 1-888-637-9620 Option 3
2 nd Level	Escalation Supervisor – 1-888-637-9620 Option 3
3 rd Level	- Nadine Justice – Sr Manager / TDM Services 585-423-1813 Office 585-284-9745 Mobile - George Madison – Manager / Ethernet Services 585-777-9013 Office 585-512-6989 Mobile - Willie Gladney – Manager / Managed Service & CPE 585-777-7280 Office 585-737-8395 Mobile
4 th Level	Matthew Freeman – Director 304-526-0404 Office 304-266-5471 Mobile
5 th Level	Rick Wagner – Vice President 469-899-4213 Office 945-253-4370 Mobile

- Outline uptime and SLA commitments and indicate any options available.

Frontier Response:

We provide a 99.999% SLA for the Unified Communication and Collaboration platform Voice Services for over 4 years now. That equates to less than 6 minutes of downtime a year.

Combined with Frontier's network reliability, your business phone, video meetings, and team messages are always online and ready to go, whether you use Frontier's fiber or dedicated internet access.

- *What KPIs or other metrics are used to show ongoing quality of service and are those regularly shared with the city IT team.*

Frontier Response:

Frontier with RingCentral QoS Analytics gives administrators access to key operational QoS metrics in near real-time to monitor the global voice quality and to diagnose call quality issues impacting users.

Our powerful reporting dashboard monitors voice quality and call volume at an aggregate organizational level. Administrators can also drill down into specific calls to identify specific call-quality information, including packet delay, jitter, and packet loss. This provides end-to-end visibility into network conditions, from one caller to Frontier with RingCentral to the other caller and back. With this information, administrators can isolate potential problems affecting call quality for accurate resolution.

Quality of Service Analytics can help administrators understand:

- Overall quality of voice calls
- Trends across regions, offices, and network providers
- User experience for a particular group of users
- Patterns in call quality over the course of a day because of overall call volume
- How codecs perform against varying network issues
- *Outline platform quality reporting that is available*

Frontier Response:

The Frontier with RingCentral Analytics portal allows users to gain essential insights into how your company uses your phone system to maximize quality of service and optimize business performance. Our Analytics Portal provides intuitive, powerful reporting on QoS, devices, helpdesk (call queues), performance, users, and phone numbers. Customizable report views and data visualization that quickly analyses company-wide, department/group, or user-level call history, adoption, activities, and patterns.

- *Technical Support: Offer technical support services, including helpdesk support and online documentation, to assist users with troubleshooting and resolving issues.*

Frontier Response:

Frontier with RingCentral will maintain technical support via telephone and web access twenty-four hours per day, seven days per week, and three hundred sixty-five days per year.

- Average Phone Case Response Time SLA–We shall endeavor to answer seventy-five percent of all Phone Cases received in a calendar month within an average of two minutes.
- Web Case Response Time SLA–We shall endeavor to respond within twenty-four hours of the opening of the Web Case.

Partial list of requirements for VoIP system:

Our solution is based on experience with other businesses or municipalities of the same size and scope as the City of St. Pete Beach and therefore we will provide consulting advice, input, and insight into what other organizations are using and provide suggestions that will enhance the usability and functionality of the system. We understand that the list below is a partial list of features that are being requested to provide a baseline and starting point for the expected operations of the system. St. Pete Beach expects the successful vendor will Please identify which features are standard and which are added cost.

Requirement	Standard Feature (Y/N)	Comment
Call Forwarding or Mobile app	Y	Frontier with RingCentral allows call forwarding to any extension on the system, or any active phone number outside the system. The Frontier with RingCentral solution was designed and built from the ground up to be a mobile-first solution that

		serves today's mobile and distributed workforces. The softphone and mobile clients provide full calling, faxing, SMS texting, audio conferencing, video conferencing, web sharing, and team collaboration functionality.
Soft phone app / Desktop app	Y	Users can manage their settings (including call handling rules) directly from the mobile client or from the soft phone (a single click from the soft phone takes the user to the web service portal, where full settings and logs are available). Users can also take voice calls and instantly escalate to a video meeting or share screen for better collaboration, all done with a single click within the Frontier with RingCentral Desktop or Mobile App.
Hours/ Holiday schedule	Y	Powerful scheduling options are: • Customize days and hours of operation with specific routing rules and greetings. • Give each employee and department their own business hours and create unique answering rules as needed. • Play custom greetings during specified date ranges, for holidays, vacations, and special events. • Set after-hours rules to route calls to a home phone number, directly to voicemail, or elsewhere, or any number.

		Routing schedule allows calls to your sales department to transfer to one agent on Mondays and Wednesdays, and to another agent for the rest of the week.
Hunt Groups, ACD groups	Y	The standard Frontier with RingCentral product provides ACD capabilities, including queues, hunt groups, agents, monitoring, and reporting. Customers may create departments/groups and set call handling rules that govern how inbound calls are taken and/or queued.
Analytics: Offer standard set of reports that measure individual and aggregate data for incoming and outgoing calls.	Y	The Frontier with RingCentral Analytics portal allows users to gain essential insights into how your company uses your phone system to maximize the quality of service and optimize business performance. The Frontier with RingCentral Analytics Portal provides intuitive, powerful reporting on QoS, devices, helpdesk (call queues), performance, users, and phone numbers. Customizable report views and data visualization that quickly analyze company-wide, department/group, or user-level call history, adoption, activities, and patterns.
Analytics: Voicemail analytics, how many, hours/ days to check	Y	Frontier with RingCentral brings you the industry's most sophisticated reporting capabilities, so you can proactively monitor, analyze, and resolve issues before they can negatively affect your operations. Our powerful real-time reporting dashboards represent customizable views

		of your account's call performance and service quality data, providing end-to-end visibility to your business and network conditions. Included features are: • Visual voicemail • Voicemail with email notification
Analytics: Call tracking for inbound call volume, call time, hold times, speed of answer, calls forwarded, abandoned, answered by voicemail	Y	Performance Reports Up-to-the-hour reporting for a wide variety of call metrics displayed in easy-to-read dashboards with data visualizations. Drill down to specific call details with visual call mapping. Supports 30+ pre-built KPIs, such as number of missed calls with voicemail, the average speed of answer, and number of refused calls. Inbound and outbound call-specific metrics are also available.
Admin portal – single pane of glass for all administrative configuration and maintenance	Y	Frontier with RingCentral provides full administrative control in the admin interface in which admins can assign bandwidth to users as well as manage features like hoteling, user templates for rapid management/configuration, and automated provisioning of new users. All MACD happen in real time and are managed centrally via web portal.
Making/ Receiving calls	Y	The phone numbers assigned to each user provide access to Frontier with RingCentral's entire comprehensive Communications Solution – including the

		ability to make and receive calls and faxes, send text messages, or host a conference.
Transferring	Y	Calls may be transferred from desk phones, softphones, or mobile devices to any extension or 10-digit number.
Conference calling	Y	Frontier with RingCentral allows conference calling.
VM	Y	Frontier with RingCentral supports the provisioning of an individual or group voicemail.
VM-to-email	Y	Frontier with RingCentral solution will be capable of providing voicemail to email, including the option to be notified by email with the .wav file as an attachment, and voicemail transcription in the email's body.
E-fax	Y	All users are provided with smart numbers which allow phone, fax, and text functionality. All users are provided with unlimited electronic faxing through Frontier with RingCentral across devices.
Call forward Busy/ No Answer	Y	Frontier with RingCentral includes advanced call forwarding as part of your service. This allows you to route incoming business calls to any or all your devices, to any department, or any location—ringing them sequentially or simultaneously. Use custom answering rules to route calls based on criteria such as day of the week, time of day, or caller ID.

Hunt Groups (basic)	Y	The standard Frontier with RingCentral product provides hunt groups. Customers may create departments/groups and set call handling rules that govern how inbound calls are taken and/or queued.
Employee Self-Service config		The City of St. Pete Beach, FL. will have full control over your telephony solution. Your administrators will have access to the Frontier with RingCentral Admin Portal, an easy-to-use cloud-based administration portal to manage all elements of the RingCentral MVP platform, including but not limited to: • Setting up call forwarding • Setup and manage voicemail messages • User Setup (create and remove users) • Amend user details • Role Setup (including role-based security) • Groups/Teams Setup • Setup basic alerting • Setup basic dashboards • Quickly add groups of new users to meet staff and volunteer onboarding requirements • Manage all areas of the platform The home page for the Frontier with RingCentral Admin Portal shows six key categories and numerous sub-categories

		your administrators can access within the portal. This includes: • Company Information (Business hours, Caller ID, company greetings, call handling, and directory services) • Users (Manage all users, edit user permissions and templates, manage your concurrent license count) • Phone Numbers (Add, reserve, transfer, and manage numbers) • Phones & Devices (Add phones and manage all devices) • Groups (Manage call queues and groups) • Billing (Purchase licenses, view licenses and manage your cost center, such as billing plan, calling credits, and history)
Integration to Teams, Zoom, other collaboration platforms.		Frontier with RingCentral is a fully integrated communications and collaboration platform offering a complete business phone system, unified voice, fax, video, messaging, and collaboration that adapts to the way you work, not the other way around. As an advanced cloud solution, Frontier with RingCentral will allow the City of St. Pete Beach, FL. to be completely flexible and improve communication between your different locations and equally improve every interaction with your customers and stakeholders. Frontier with

		RingCentral also offers key innovations that are only possible via cloud-first architecture, such as our integrations with leading SaaS providers, including Office365, Google, Salesforce, Okta, and others to improve business productivity.
Custom wait time messaging promoting city events, recommendations, etc.		Treatments can make a number of announcements to the caller. All the following parameters and more are available to play within dynamic “treatments” or announcements, to a contact. Frontier with RingCentral also supports educated estimates on wait times that can historically look back at a certain rolling window of time for a particular queue combined with current queued contacts in real-time, providing much more accurate wait times.
SPAM Caller protections – Provide list of included features		Frontier with RingCentral allows for blocking of calls. Blocking telephone numbers or area codes allows you to filter and choose who can call you or send you a fax. It is a good way to prevent unwanted calls and spam messages. When a number is added to the blocked numbers list, it blocks all incoming calls, faxes, and text messages from that number.
Call monitoring features		Frontier with RingCentral provides a complete business communications and collaboration solution that is flexible and completely scalable, so it can grow and adapt to meet your company’s ever-evolving needs. This includes, among other

		things, robust call, and user monitoring features.
Call recording features		Frontier with RingCentral licensed users includes the ability to record calls. This can be automatically on inbound/outbound/both or Ad hoc.
Conference bridging for internal and external		Frontier with RingCentral provides unique conference bridge logins for every user on the system. Every individual bridge can host up to 200 participants per conference call.
Consistent and excellent voice quality		Frontier with RingCentral provides you with reliable, high-quality voice service. Your local network, your Internet connection, and your router devices all contribute to overall call quality. To help you manage your call quality, we offer tools to check your Internet connection speed, and instructions to configure the QoS settings of your routers.
Outline any smart queueing features included		The Frontier with RingCentral Multi-level IVR is a hierarchical menu structure that expands the capability of the current Auto-Receptionist feature. Frontier with RingCentral extends your Auto-Receptionist capability by providing system administrators with the flexibility to simplify inbound call flow configurations. Different auto-attendants and IVRs can be created for each site within our system and default routing parameters (0 for operator) can be deployed by site/location or for company-wide default routing. Calls can be routed to locations, departments, call

		queues, groups, individuals, external routing points (telephone numbers), voicemails and informational announcements as required by the configuration – including multi-lingual routing and IVR menu options if needed.
--	--	---

Implementation and Transition Plan

Solution Approach – Account Setup, Design and Configuration (White Glove)

Ripcord Support provides the following core tasks as part of our White Glove engagement on a per-account basis:

Project Management – Ripcord Support will assign a designated representative to support communication, deployment schedule coordination, and all Ripcord Support services included in the scope. Scope to be defined per assignment.

Data Gathering Form (DGF) Documentation – Ripcord Support will meet with Carrier and Company stakeholders to define account call flow designs, desired functionality and digest into a blueprint Excel document as the guideline for the account and locations.

Portal Buildout – Based on the DGF and deployment schedule, Ripcord Support will build the RingCentral portal for all locations which will include:

- Company info (CNAME, Caller ID, 911 addresses)
- Location Hours
- IVR / Auto Attendant creation (does not include custom messages)
- Call Queues
- User creation / DID assignment / Phone MAC assignment

Portal Training – Familiarization session with customer Master Admin to provide overview with goal of self-sufficiency for Day 2 account management and beyond to include:

- Portal navigation and primary management tasks in the UI

- Over-the-shoulder guidance for Port Request submission by customer using the RC portal. (see details on following slides)

Day 1 Site Activation Coordination – On activation day per location, Ripcord Support provides coordination support for portal and/or account adjustments as required resulting from the installation process.

Soft-cut Option – If current client system allows for call forwarding, the RingCentral system will be installed and active, with calls to be forwarded to assigned temporary telephone numbers for each device. This allows flexibility to onboard various locations at different times, and to run TN port requests in parallel to a deployment schedule.

During Customer portal training as included in the defined scope, Ripcord Support reviews required port request documents and assists Customers with the submittal. These documents and processes include:

- All customer profile information is required to generate an LOI within the RingCentral port request wizard.
- Copy of customer bill with BTN or Billing Account number
- Validation that the company and/or individual name on the bill matches that of the registered name with the losing LEC.
- Number manifest that includes 10-digit numbers, assigned username, and extension if available.
- Evaluation and documentation of porting sequence when multiple requests are required due to staged deployment or multi-owner cases.

Solution Approach – On-Site Installation Scope

Field service installations shall be performed by a Tampa-based Ripcord resource. Target installation window is typically one day using a single truck roll per location. Service window M-F 8:00 am – through 5:00 pm local time. After hours and weekend day sessions require availability check and premium rates apply.

- Work order review with Customer Site Manager
- Confirm receipt of equipment
- Confirm activation sequence with FTR and Customer Site Manager

- Coordinate desk delivery of devices (MAC address ID) with Customer Site Manager
- Confirm CAT5 and Power (or PoE) at each location.
- Connect phone and test:
 - Unbox device and connect cables
- Place 911 stickers to bottom of phone (not over existing labels)
- Line key presentation
- Inbound call / VM
- Outbound call (caller ID)
- Instruct user where to attach headset (if requested)
- Store device boxes as directed by Customer Site Manager (or trash if they choose to)
- Checkout confirmation with Customer Site Manager
- If additional devices / features / licenses are required, Ripcord Support will hand-off order details to Frontier AE and confirm fulfillment in Customer portal.

Exceptions and Clarifications

Frontier has read, understands, and acknowledges the information in the City of St. Pete Beach RFB and 7 addendum documents, and has developed a compliant response with the requirements of this bid, except where clarifications or exceptions have been provided in this section to line up with the Frontier Standard Agreement (FSA) provided in the Supporting Documents section.

ASSURANCES

The responding Contractor shall provide a statement of that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

Frontier Response:

Frontier is a nationwide supplier of telecommunication services and products and enters into multiple contracts on a routine basis, therefore, Frontier is party to various legal proceedings arising in the normal course of our business covering a wide range of matters or types of claims. Frontier enters into discussions and negotiations to remedy such issues. Frontier is not aware of any contract termination or litigation that is pending that would materially affect Frontier's performance under any contract. Significant litigation is described in the Annual Report of Frontier Communications.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

Frontier Response:

Frontier read and reviewed the provision and provided the following exceptions, clarification, and redline edits:

~~The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.~~

~~The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City, and any such assignment or transfer without such written consent shall be null and void.~~

Frontier Response:

Notwithstanding the foregoing, Frontier may assign this Agreement to any successor to the business of Frontier by merger, consolidation, or sale of assets or to any corporation controlling, controlled by, or under common control with Frontier.

SUBCONTRACTS

~~The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.~~

Frontier Response:

Frontier read and reviewed this provision and is providing clarification with the below redline edits:

~~The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications that are appropriate for the type and level of services being provided as stated in this Contract.~~

~~The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City. Any Subcontractor approved by the City will be subject to standards and qualifications that are appropriate for the type and level of services being provided.~~

LIQUIDATED DAMAGES

~~If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.~~

Frontier Response:

Frontier takes exception to this provision and does not agree with this liquidated damages provision. Frontier expects the parties will negotiate mutually agreeable and reasonable terms commensurate with the Services being performed upon an award.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St. Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St. Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

Commercial General Liability Insurance \$1,000,000.00.

*Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
Personal Injury for \$1,000,000.00 each occurrence.*

Automobile Liability \$1,000,000.00.

*General Workers Compensation Insurance as required by Florida law. Longshore
Harbor Workers Compensation Insurance*

Frontier Response:

Frontier read and reviewed this insurance provision and is providing clarification with the below redline edits:

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. ~~All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing~~ In the event of cancellation of any of the required policies, ~~without twenty (20) business thirty (30) days prior notice will be provided to the City in writing.~~ The City, its appointed officials, agents, assigns and employees, shall be included as an additional insured on all required liability insurance. The liability insurance required is as follows: Commercial Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for bodily injury, personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract (subject to the terms and conditions of the policies), whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor, and Automobile Liability insurance for all owned (if any), non-owned and hired vehicles used in connection with the performance of this Contract. Contractor is also required to procure and maintain Workers' Compensation insurance with coverage and limits complying with Florida statutory requirements, and Employer's Liability with coverage for all Contractor's personnel employed in connection with its services hereunder.

~~The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such commercial general liability and automobile excess liability coverage shall be primary to any other coverage carried by the City of St. Pete Beach. All required policies shall include a waiver of subrogation in favor of the City. Contractor must furnish the City with a Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to evidence guarantee the Contractor as being insured, and that with the City of St. Pete Beach has been must be named as a certificate holder for this contract. The following minimum coverage limits shall apply:~~

Commercial General Liability Insurance for \$1,000,000.00 each occurrence.

Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.

(including Personal & Advertising Injury for \$1,000,000.00 each occurrence).

Automobile Liability for \$1,000,000.00 combined single limit.

General Workers Compensation Insurance as required by Florida law.

(including Longshore Harbor Workers Compensation Insurance).

Employer's Liability Insurance for \$100,000 each accident or disease.

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. In the event of cancellation of any of the required policies, thirty (30) days prior notice will be provided to the City in writing. The City, its appointed officials, agents, assigns and employees, shall be included as an additional insured on all required liability insurance. The liability insurance required is as follows: Commercial General Liability protecting the Contractor from claims for bodily injury, including death, and claims for destruction of or damage to property, arising out of or in connection with operations under this Contract (subject to the terms and conditions of the policies), whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly employed by the Contractor or hired by the Contractor, and Automobile Liability insurance for all owned (if any), non-owned and hired vehicles used in connection with the performance of this Contract. Contractor is also required to procure and maintain Workers' Compensation insurance with coverage and limits complying with Florida statutory requirements, and Employer's Liability with coverage for all Contractor's personnel employed in connection with its services hereunder.

Such commercial general liability and automobile liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. All required policies shall include a waiver of subrogation in favor of the City. Contractor must furnish the City with a Certificate of Insurance prior to commencement of work to evidence the Contractor as being insured, and that the City of St Pete Beach has been named as a certificate holder for this contract. The following coverage limits shall apply:

Commercial General Liability Insurance for \$1,000,000.00 each occurrence.

(including Personal & Advertising Injury for \$1,000,000.00 each occurrence).

Automobile Liability for \$1,000,000.00 combined single limit.

Workers Compensation Insurance as required by Florida law.

(including Longshore Harbor Workers Compensation Insurance).

Employer's Liability Insurance for \$100,000 each accident or disease.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

Frontier Response:

Frontier shall not have any liability for any claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i)

Customer's breach of this Agreement; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of the Equipment or Services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or

any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service (v) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; or (vi) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

Frontier Response:

All Equipment purchased by Customer is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. The Equipment warranty, if any, is provided per the applicable manufacturer documentation and/or policies.

This warranty does not apply to any failure caused by misuse or abuse, vandalism, accident, environmental conditions, or any other cause outside Frontier's control. Frontier does not guarantee, warrant, or imply (a) any liability for equipment or materials that are supplied by Customer or a third party or are covered by a manufacturer's warranty, or (b) the availability of replacement parts.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

TERMINATION

The resulting contract may be canceled by the City when:

- *Sufficient funds are not available to continue its full and faithful performance of this contract.*

Frontier Response:

Frontier acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the appropriate governing body, and in the event, adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services, Customer may terminate this Agreement upon no less than 30 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for Services during any prior period; Frontier shall be reimbursed for any and all (1) unpaid non-recurring charges incurred, (2) any unpaid past due balance(s), and (3) any additional costs already incurred by Frontier in conjunction with this Agreement. If Customer exercises this termination right, it may not during the unexpired original term of Services obtain like services from another provider, and if funds are re-appropriated for a later fiscal year during the unexpired Service term, Customer will notify Frontier and reinstate this Agreement. Customer represents and warrants, however, that Customer will include sufficient funding to cover the charges in this Agreement in each Customer budget submitted for approval, and will actively support the appropriation of such funding, during the term of this Agreement.

- *There is sub-standard or non-performance of contract.*

Frontier Response:

Frontier takes exception to this provision to align with paragraph 4. Cancellation and Early Termination Charges in the Frontier Service Agreement (FSA) in the Supporting Documents section of this response. Frontier expects the parties will negotiate mutually agreeable and reasonable terms commensurate with the Services being performed if awarded.

- *The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.*

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

Frontier Response:

Frontier takes exception to this provision to align with paragraph 4. Cancellation and Early Termination Charges in the Frontier Service Agreement (FSA) in the Supporting Documents section of this response. Frontier expects the parties will negotiate mutually agreeable and reasonable terms commensurate with the Services being performed if awarded.

VI. SPECIFICATIONS

Implementation and Transition Plan

The Proposer shall include in its proposal a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards, and requirements.

St. Pete Beach expects the installation of the new system to have little or no impact to on-going operations. Vendor is expected to have experience in this area and to provide us with a plan to accomplish this as follows:

- 1. Respondent to create a design to move the units off the old system to the new system with minimized disruption to staff and to create a preplanned schedule for notification purposes.*
- 2. Respondent to provide how (and validate procedure) the parallel process will migrate old to new.*
- 3. All documentation, installation plans, reports and materials must be provided to St. Pete Beach technology team prior to commencement of installation, followed by submission of any Moves, Adds, Changes (MAC).*
- 4. St. Pete Beach expects chosen partner to work with all existing third-party partners that support and maintain solutions that affect the successful implementation of cloud-based VoIP.*
- 5. Respondent will provide documentation showing call handling and device addressing schemes, an initial inventory of equipment for each completed location including model and serial numbers of phones, switches and routers, as well as any other relevant equipment.*

Frontier Response:

Read, understood, and with the clarification that Frontier has provided an Implementation and Transition Plan response in section VI. Specifications. If awarded with a signed City agreement, Frontier will further work with the City to confirm all questions submitted were answered, including contacting the City of Public Works Department to check for revisions, if a CPW point of contact is provided, so that we can examine and investigate site conditions and adequately determine and provide the above 1—5 point Implementation and Transition Plan to provide any updates to the Frontier RingCentral Contract Schedule, before additionally getting mutual sign-off. Performing site visits to confirm potential updates to the Frontier Contract Schedule is a prerequisite to placing an order. We expect we can mutually agree that the 90 days will begin when, in addition to the City's signed Agreement, we have visited the locations and as a result, the Frontier RingCentral Contract Schedule be given the opportunity for updates, mutual execution, and returned. See the sample Frontier RingCentral Contract schedule in Section III. Fee Schedule.

IX. SAMPLE AGREEMENT

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

Frontier Response:

To the extent legally assignable Frontier, may assign and pass through to Customer all available warranties for such third party Services and Equipment. If an infringement claim arises, the manufacturer shall at its sole option and expense (i) procure for Customer the right to use the infringing software and/or products as provided herein; or (ii) replace the infringing software and/or products with non-infringing, functionally equivalent products; or (iii) suitably modify the infringing software and/or product so that it is not infringing; or (iv) in the event (i), (ii), or (iii) are not commercially reasonable, terminate the license, accept return of the infringing software and refund to Customer an equitable

portion of the license fee paid therefore. Provided however, the manufacturer will assume no liability for infringement claims with respect to software (i) it does not supply (ii) modified in whole or in part in accordance with Customer specifications (iii) modified without the manufacturer's authorization (iv) combined with other products, processes or materials where the alleged infringement relates to such combination (v) where Customer continues allegedly infringing activity after being notified thereof (vi) where Customer's use of the software is not in strict accordance with the license agreement.

e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

Frontier Response:

All Equipment purchased by Customer is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. The Equipment warranty, if any, is provided per the applicable manufacturer documentation and/or policies.

This warranty does not apply to any failure caused by misuse or abuse, vandalism, accident, environmental conditions, or any other cause outside Frontier's control. Frontier does not guarantee, warrant, or imply (a) any liability for equipment or materials that are supplied by Customer or a third party or are covered by a manufacturer's warranty, or (b) the availability of replacement parts.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION,

ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

Frontier Response:

Frontier takes exception to this provision and does not agree to this liquidated damages provision. Frontier expects the parties will negotiate mutually agreeable and reasonable terms commensurate with the Services being performed upon award.

8. Warranties

- a. Warranty of Title. *Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be combined evidence.*

Frontier Response:

All Equipment purchased by Customer is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. The Equipment warranty, if any, is provided per the applicable manufacturer documentation and/or policies.

This warranty does not apply to any failure caused by misuse or abuse, vandalism, accident, environmental conditions, or any other cause outside Frontier's control. Frontier does not guarantee, warrant, or imply (a) any liability for equipment or materials that are supplied by Customer or a third party or are covered by a manufacturer's warranty, or (b) the availability of replacement parts.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

12. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.*

Frontier Response:

Frontier acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the appropriate governing body, and in the event, adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services, Customer may terminate this Agreement upon no less than 30 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for Services during any prior period; Frontier shall be reimbursed for any and all (1) unpaid non-recurring charges incurred, (2) any unpaid past due balance(s), and (3) any additional costs already incurred by Frontier in conjunction with this Agreement. If Customer exercises this termination right, it may not during the unexpired original term of Services obtain like services from another provider, and if funds are re-appropriated for a later fiscal year during the unexpired Service term, Customer will notify Frontier and reinstate this Agreement. Customer represents and warrants, however, that Customer will include sufficient funding to cover the charges in this Agreement in each Customer budget submitted for approval, and will actively support the appropriation of such funding, during the term of this Agreement.

- b. Sub-standard or non-performance of Agreement.*

Frontier Response:

Frontier takes exception to this provision to align with paragraph 4. Cancellation and Early Termination Charges in the Frontier Service Agreement (FSA) in the Supporting Documents section of this response. Frontier expects the parties will negotiate mutually agreeable and reasonable terms commensurate with the Services being performed if awarded.

- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.*

Frontier Response:

Frontier takes exception to this provision to align with paragraph 4. Cancellation and Early Termination Charges in the Frontier Service Agreement (FSA) in the Supporting Documents section of this response. Frontier expects the parties will negotiate mutually agreeable and reasonable terms commensurate with the Services being performed if awarded.

- 13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.*

Frontier Response:

Frontier acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the appropriate governing body, and in the event adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services, Customer may terminate this Agreement upon no less than 30 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for Services during any prior period; Frontier shall be reimbursed for any and all (1) unpaid non-recurring charges incurred, (2) any unpaid past due balance(s), and (3) any additional costs already incurred by Frontier in conjunction with this Agreement. If Customer exercises this termination right, it may not during the unexpired original term of Services obtain like services from another provider, and if funds are re-appropriated for a later fiscal year during the unexpired Service term, Customer will notify Frontier and reinstate this Agreement. Customer represents and warrants, however, that Customer will include sufficient funding to cover the charges in this Agreement in each Customer budget submitted for approval, and will actively support the appropriation of such funding, during the term of this Agreement.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Frontier Response:

Frontier read and reviewed this insurance provision and is providing clarification with the below redline edits:

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor ~~and all of Contractor's subcontractors~~ shall maintain public commercial general liability insurance in a combined single limit for bodily injury and property damage in the amount ~~of not less than \$1,000,000.00 per occurrence~~, satisfactory to the City Manager, naming the City, its appointed officials, agents, assigns and employees, as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor shall maintain Automobile Liability insurance for all owned (if any), non-owned and hired vehicles used in connection with the performance of this Contract with a combined single limit of \$1,000,000 each accident, and name the City, its appointed officials, agents, assigns and employees, as an additional insured. Contractor ~~and all of Contractor's subcontractors~~ shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or disease/occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

In the event subcontractors are used, Contractor shall require that each of its subcontractors maintain policies of insurance that are appropriate for the type and level of services being provided.

The Contractor waives all rights of subrogation against the City, its appointed officials, consultants, ~~separate contractors, if any, and any of its subcontractors, agents, assigns, and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

16. **Insurance.** To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor shall maintain commercial general liability insurance in a combined single limit for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence, naming the City, its appointed officials, agents, assigns and employees, as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor shall maintain Automobile Liability insurance for all owned (if any), non-owned and hired vehicles used in connection with the performance of this Contract with a combined single limit of \$1,000,000 each accident, and name the City, its appointed officials, agents, assigns and employees, as an additional insured. Contractor shall maintain in force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a limit of \$100,000.00 per accident or disease/occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

In the event subcontractors are used, Contractor shall require that each of its subcontractors maintain policies of insurance that are appropriate for the type and level of services being provided.

The Contractor waives all rights of subrogation against the City, its appointed officials, agents, assigns, and employees, for damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The policies shall provide such waiver of subrogation by endorsement otherwise.

17. **Indemnification.** In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida

Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

Frontier Response:

Frontier shall not have any liability for any claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this Agreement; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of the Equipment or Services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service (v) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; or (vi) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs.

Supporting Documentation

Frontier | RingCentral Solution Brief



RingCentral is an industry-leading next-gen cloud communication solution delivering crystal clear audio and high definition video. RingCentral's streamlines communications and collaboration on one global platform. Essential business applications are seamlessly integrated delivering optimized workflows and increased productivity.

Combine Frontier Dedicated Internet Access (DIA) with RingCentral for the industry-leading connectivity communication solution.

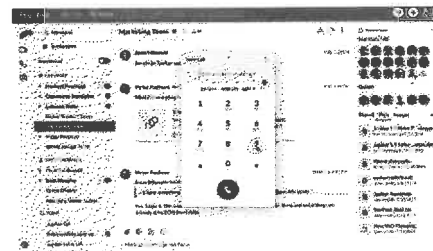
Stay connected with powerful call controls

RingCentral provides a complete cloud-based phone system with local numbers, extensions, call delegation, call screening, visual voicemail and more.



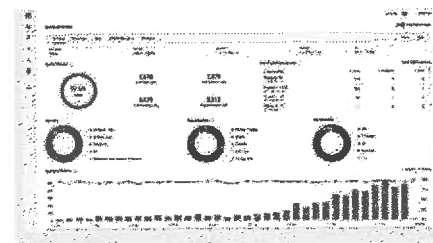
Seamless team collaboration

A single, unified workspace for team messaging, file sharing, tasks and calendars.



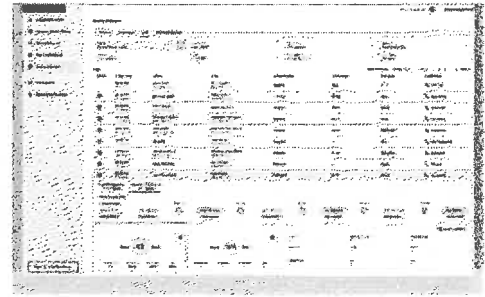
Stay informed with up-to-the-minute network reporting

- Access a real-time dashboard to proactively monitor call quality and reactively troubleshoot issues.
- Pinpoint quality issues down to the exact location, ISP, network and endpoint.
- Get easy-to-understand quality scores and underlying data including jitter, latency, packet loss and codecs.



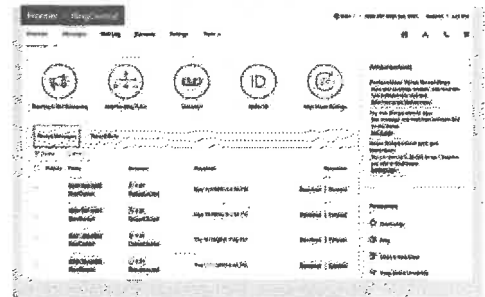
World-class security and reliability

Seven layers of security protect your data and communications at every juncture. Enterprise-grade reliability and a fully redundant global network ensure service remains at the highest standard.



Simplified IT administration

Manage users and locations – anytime, anywhere, on any device. Robust reporting and management tools offer a holistic view across all your sites.



Included features



Business phone system

- Cloud-based PBX
- Unlimited US/CA calling
- Unlimited users
- International calling
- HD voice
- Auto-Receptionist
- Employee and department extensions
- Visual voicemail
- Voicemail with email notification
- Phone numbers: local and vanity
- Log in with corporate email credentials
- Unified number for phone and fax
- Answering rules
- Call forwarding
- Extension dialing
- Call screening and blocking
- On-demand call recording
- Shared lines
- Call delegation
- Call log reports
- Call flip
- Call switch
- Call transfer
- Call park
- Private park locations
- RingMe™ click-to-call-me
- RingOut™ click-to-call-out
- Intercom
- Paging
- Inbound caller ID number
- Outbound caller ID
- Return calls with *69
- Presence across multiple devices
- Corporate directory
- Cloud contact syncing
- Custom answering and call routing rules
- Visual call handling
- Historical call reports
- Missed-call notifications
- Company number labelling
- Native iOS app integrated calling
- Head-up display (HUD) to view real-time availability and manage multiple incoming calls



Audio conferencing

- Unlimited, easy access across devices with up to 1,000 participants
- Own unique bridge number and access codes
- Host controls plus invite with international dial-in
- Local dial-in numbers in over 55 countries
- Start the conference without a host
- Premium audio conference number
- Reset host and participant access codes



RingCentral app (desktop)

- Supports Windows and Mac
- HD voice enabled
- Click-to-call
- Click-to-fax
- Answer calls directly from the desktop app
- Make outbound calls from the desktop app (with direct dial)
- Supports Plantronics headsets with call control
- Active call management
- Call queue support
- Single view of current call, incoming calls, calls on hold
- Access voicemail and view faxes directly from app
- View incoming caller's number and extension
- Integrated with company directory
- Contacts and favorites synced to RingCentral cloud
- View colleagues' phone presence status
- Launch RingCentral Video
- Set outbound caller IDs for calls
- Integration with Microsoft Outlook/Office (Windows only)
- Integration with Mac Address Book/Mac Photo support (Mac only)
- Option to print incoming faxes automatically (Windows only)
- Share code snippets in original formatting
- Embedded media player



RingCentral app (mobile)

- Supports iPhone, iPad and Android smartphones and tablets
- Unified number for phone and fax
- Pre-call and active call management
- Auto call handoff (Wi-Fi <-> 3G/4G)
- Conferencing
- Contacts and favorites synced to RingCentral cloud
- Host RingCentral Video from mobile devices
- Join RingCentral Video as a participant
- Call switch
- Call screening
- Warm transfer
- View colleagues' phone presence across devices
- Reports dashboard (admin only)
- Roles and permissions support
- Interactive notifications with quick response options
- Quick swipe for actions
- Supports spotlight search (iOS only)
- Supports 3D touch (iOS only)
- Display caller ID on "To" field
- Native caller ID for iOS video calls
- Custom ringtones and notifications
- Siri integration



Internet fax

- Send and receive without a fax machine
- Send and receive faxes by email
- Sign and edit faxes electronically
- Send faxes using a fax machine with an analogue adapter
- Scan to fax directly from the RingCentral desktop app
- Drag-and-drop files as attachments
- Online account with activity log
- Click-to-fax
- Forward as fax



Video meetings

- Unlimited meetings and conferencing
- HD audio and video
- Host HD video conferences with mobile enablement (PC, Mac, iOS, Android)
- Host large meetings for up to 100 participants
- Personal meeting IDs
- Web sharing with advanced annotation features
- Switch meeting across devices
- Send invitations via email
- Separate controls for host and host ability to assign moderators
- View meeting history at v.ringcentral.com and in the RingCentral app
- Record meetings to the cloud
- View and listen capability on any web browser with dial-in option (no download needed)
- Support Chrome OS (Chromebooks)
- Meeting recordings (local and cloud)
- Active speaker spotlight for all participants
- Intuitive host controls (mute/unmute, record, annotation, etc.)
- Attendee controls for easy meeting collaboration
- Screen sharing on iPhone/iPad app from desktop (via USB and AirPlay)
- Intelligent echo cancellation
- Microsoft Outlook and Google Workspace plugin
- Quality of service
- Performance report
- Adoption and usage
- Integration with Outlook, Google Calendar and iCal
- Calendar integrations with Microsoft 365/Google
- Integrations with Microsoft Teams, Slack, Salesforce and more
- Group collaboration (Instant video and screen sharing, mute all participants, annotate on a shared screen, in-meeting chat, meeting delegates, prevent new users from joining meeting, meeting password, test mic and speaker settings, etc.)
- Schedule video meetings through Google Chrome
- APIs for scheduling meetings
- APIs for accessing recordings
- Join the audio portion of a RingCentral video meeting by VoIP, PSTN or Call Me



Messaging and team collaboration

- Team messaging with unlimited guest users
- Unlimited cloud storage for the RingCentral app (messages, files, recordings)
- File sharing
- Search across groups, messages and files
- Address entire teams with @team mentions
- Shortcuts for frequently used features
- Team calendars and events
- Task management
- Integrated with company directory
- Integrated video conferencing with screen sharing
- Full telephony calling capability
- Image annotation
- In-app document previews
- Unified message history
- Content retrieval and search
- Voicemail and fax
- Mobile, web, desktop apps (Windows, Mac, iOS and Android apps)
- Data retention and backup
- Advanced administration controls
- SMS (text messaging) available as an opt-in feature



Security

- Alphanumeric password
- Session timer
- Authorized apps manager
- VoIP country blocking
- TLS/SRTP secure voice
- Alphanumeric password
- Session timer
- Authorized apps manager
- VoIP country blocking
- TLS/SRTP secure voice



Integrations

- RingCentral internet fax
- Microsoft Outlook
- RingCentral for Google (Chrome/Calendar/Drive/ Gmail/Docs)
- RingCentral for Microsoft 365 (mail)
- RingCentral for Microsoft Teams
- Access to RingCentral **App Gallery** featuring 200+ apps and integrations
- Open API access for third-party app development and deployment



Admin features

- 24/7 support
- Multi-level auto attendant
- Multi-level IVR with Visual IVR Editor and audio prompts
- Auto provisioning
- Dial-by-name directory
- Configurable call queues
- Overflow call queues
- Shared lines
- Music + messages on hold
- User templates
- Set nickname or label for caller ID numbers
- User groups
- Limited extension (voice-only IP endpoints for conference rooms and common areas)
- Directory listings
- Data retention policies
- Compliance exports
- Audit Trail
- Multiple account management (federation)
- Bulk upload
- Porting



Analytics

- Performance Reports
- Quality of Service (QoS) Reports
- Live Reports (add-on)
- Meetings dashboard
- Meetings usage

Sample Frontier Service Agreement (FSA)



Frontier Services Agreement Terms and Conditions Frontier Confidential

This Frontier Services Agreement ("FSA") is effective as of _____, 20____, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"); and Fill in Customer's legal name here; whose primary address is Fill in Customer's full address here w/city, state; zip ("Customer").

1. Provision of Services and Equipment

- a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.
- b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.
- c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.
- d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third party without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.
- e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate charges, shall be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent; (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.
- f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards; more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.
- g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.
- h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.
- i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for: (a) ensuring that all of Customer's data is adequately secured, documented and backed-up at all times and (b) reimbursing Frontier for costs incurred by Frontier-related thereto. Frontier and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of Customer Services or Equipment for any reason and Customer agrees to reimburse Frontier for costs incurred by Frontier related thereto.
- j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.
- k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.
- l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.



Frontier Services Agreement
Terms and Conditions
Frontier Confidential

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then current rate plus five percent (5%) of such rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment and/or unauthorized or fraudulent use thereof due to Customer's conduct.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to all other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoice amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month's MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate any Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event (a) exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order, or (b) if there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD, BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO



Frontier Services Agreement
Terms and Conditions
Frontier Confidential

FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE:

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this FSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, as required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any information to any third party and to keep information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the information for purposes of the business dealing between Customer and Frontier, and to use information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Breach

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure



Frontier Services Agreement
Terms and Conditions
Frontier Confidential

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

12. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, the Service(s) shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on



Frontier Services Agreement
Terms and Conditions
Frontier Confidential

the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreements signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

Frontier Communications of America, Inc.

Insert Customer Full Legal Name

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contractual Notice: Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

Contractual Notice: address above

Attn: Legal Department

Conclusion

The Frontier RingCentral Partnership strategically allows organizations like your to take advantage of a premier voice solution utilizing over 180,000 miles of fiber spanning 25 states. Frontier's MEF-certified network continues to grow and fulfill the evolving needs of customers everywhere. Through the internet and our voice solutions like the Frontier | RingCentral partnership, our Fortune 500 company designs better ways to communicate and keep operations running smoothly. From dedicated connectivity to fully managed services and unified communication, we are committed to providing powerful solutions that bring teams together and move organizations forward.



Customized Solution By:

Benjamin Cranston

Account Executive, Frontier

813.550.7552

benjamin.cranston@ftr.com

Disclaimers and Notices

Nature of Proposal

Frontier Communications, Inc., on behalf of itself, and where applicable, on behalf of its local exchange carrier and service affiliates, ("Frontier"), hereby proposes to provide the services identified in this response to the Request for Proposal issued by City of St. Pete Beach, the Customer. Customer includes its employees, agents and entities controlled by it. This proposal is submitted in good faith with the intention of negotiating a legally binding definitive agreement following an award of business to Frontier.

Frontier does not consider the proposal itself to be a legally binding offer to contract. Frontier's proposal will serve as the starting point for negotiation between the parties of a resulting contract that contains mutually agreeable terms and conditions. For avoidance of any doubt, in the event of an award to Frontier, Frontier will provide the Customer with a written agreement that includes mutually agreeable terms and conditions. Frontier expects that neither the RFP nor Frontier's proposal will be incorporated in any definitive agreement, but such agreement will address the topics in this RFP and Frontier's proposal and supersede both.

Pricing Disclaimer

Notwithstanding anything to the contrary in the RFP, and unless otherwise indicated in this proposal, prices do not include all taxes (including, but not limited to, sales, use, utility, gross receipts, and VAT), similar tax-like and tax-related charges, and other surcharges levied as a result of receipt of the services from Frontier. Frontier's proposed pricing is based upon its response to this RFP. Frontier reserves the right to adjust the proposed pricing if the Customer does not accept the proposal in its entirety. In addition, unless otherwise noted, all third-party charges are subject to change during the service term.

Validity Period

Unless otherwise stated in this proposal, this proposal is valid for a period of ninety (90) days from the date submitted. During this period promotions may expire and rates, charges, and/or discounts may fluctuate with changes in the Tariffs or Guidebook unless fixed in this RFP or otherwise negotiated by the parties.

Restriction on Disclosure and Use of Data

This proposal includes data that shall not be disclosed outside of your organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than in connection with your evaluation of this proposal. If, however, a contract is awarded as a result of, or in connection with, the submission of this proposal, the Customer shall have the right to duplicate, use, or disclose the data only to the extent provided in the resulting contract.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: Terri Lucas Director, Enterprise Sales
(Print individual's name and title)

for: Frontier Communications of America, Inc.
(Print name of entity submitting sworn statement)

at: 401 Merritt 7, Norwalk, CT 06851
(Business address)

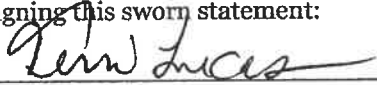
and (if applicable), its Federal Employer Identification Number (FEIN):

06-1368174
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:


(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- A predecessor or successor of a person convicted of a public entity crime or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

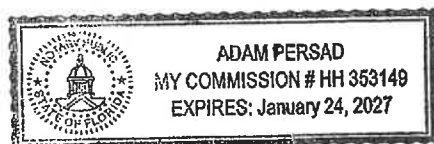
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of May, 2024, by Terry Lucas, who is personally known to me or has produced FL Driver License as identification.

(SEAL)



Adam Persad
Notary Public – State of Florida
Adam Persad
(Print, Type, Stamp, or Commissioned Name of Notary Public) |

VII. NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I state that I Terri Lucas Director, Enterprise Sales of Frontier Communications of America, Inc.
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

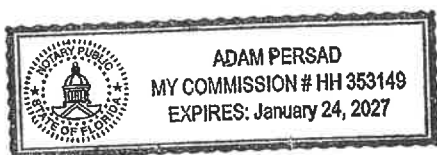
Name of Organization: Frontier Communications of America, Inc.

Signed By: Terri Lucas

Print Name: Terri Lucas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of May, 2024, by Terri Lucas, who is personally known to me or has produced FL driver license as identification.

(SEAL)



Adam Persad
Notary Public – State of Florida

Adam Persad
(Print, Type, Stamp, or Commissioned Name of Notary Public)

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in **Cloud Based VoIP System**.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Cloud Based VoIP System"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach **"Cloud Based VoIP System"**.

Frontier Response:

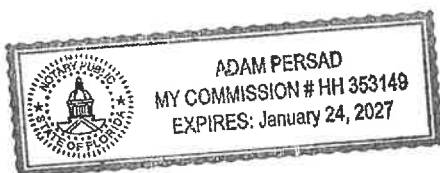
Read, understood, and will comply with the clarification that if awarded with the signed agreement by the City, we will further work with the City to get our questions answered that were submitted about a week ago requesting more information about locations and quantity of licenses, including contacting the City of Public Works Department to check for revisions, if a CPW point of contact is provided, so that we can exam and investigate site conditions to adequately determine and provide a 1 – 5 point Implementation and Transition plan before additionally getting mutual sign-off to our contract schedule, which is a pre-requisite to placing an order. We understand that the 90 days will begin when our contract schedule is fully executed and returned. See the sample Frontier contract schedule located in Section III. Fee Schedule.

COMPANY: Frontier Communications of America, Inc. DATE: _____
ADDRESS: 401 Merritt 7, Norwalk, CT 06851 PHONE: _____
BIDDER: *Terr Lucas* NAME: Director, Enterprise Sales
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of May, 2024, by Terr Lucas, who is personally known to me or has produced FL Driver License as identification.

(SEAL)



Adam Persad
Notary Public - State of Florida

Adam Persad
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. FEE SCHEDULE

To be supplied by Vendor based on Scope of Work and Specifications



Frontier | Ring Central
Enterprise
Frontier Confidential

This is Schedule Number S-5550129636 to the Frontier Services Agreement dated 05/23/2024 ("FSA") by and between City of St. Pete Beach ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment Identified in the Schedule below.

Primary Service Location: 155 Corey Avenue St. Pete Beach, Florida

Schedule Date: 05/23/2024

Schedule Type/Purpose: Order for New Service

Service Term: 60

Services Provided				
Service Address	Service Description	Quantity	Charges	
			NRC	MRC
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC PT 8300 Conference Phone	2	\$0.00	\$40.19
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC Per Device Shipping Rate	2	\$0.00	\$0.00
155 Corey Avenue, St. Pete Beach, Florida, 33706	Add-on Services	1	\$0.00	\$0.00
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC Standard Seat (MRC)	110	\$0.00	\$1,538.90
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC Implementation Per Account (NRC)	110	\$10,023.20	\$0.00
155 Corey Avenue, St. Pete Beach, Florida, 33706	Module 911	110	\$0.00	\$220.00
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC YL T53W 8-line IP Desk Phone	107	\$0.00	\$267.50
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC Shipping Rate	110	\$0.00	\$0.00
155 Corey Avenue, St. Pete Beach, Florida, 33706	RC YL T57W 8-line IP Desk Phone Color	1	\$0.00	\$7.70
Subtotal:			\$10023.2	\$2074.29

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request: Move to accept the bid proposal and enter into a Service Agreement with Four Seasons Mowing

Strategic Objective: Internal Operations

Date: August 27, 2024

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Frances Robustelli, City Manager

Summary of Issue: The current agreement for landscape maintenance for Districts 3 and 4 expires October 12, 2024. The RFB was opened for bids and closed on March 20, 2024. Only one bid was received from Four Seasons Mowing. The city chose to outsource landscape maintenance to districts 3 and 4 over 10 years ago due to lack of staff, lack of storage and logistics in those districts. Four Seasons Mowing has been with the City since 2017 maintaining these districts. Four Season Mowing is currently contracted for these services and staff feel comfortable continuing that partnership.

Staff is recommending approval to accept the bid proposal from Four Seasons Mowing for landscape maintenance in Districts 3 and 4 in the amount of \$173,840.00 annually. This is an annual budget amount in our current and upcoming budgets.

Funding: 6104-5310- The amount of \$173,840 is in FY25 proposed budget.

Attachments: 1. Four Seasons 8-27-24

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Landscaping Districts 3 and 4

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Four Seasons Mowing & More, LLC. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$173,840.00.
- b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
- e. Contractor warrants to the City that all goods and materials furnished under the contract

will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
 - a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
 - a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date.
11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance

of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence

during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

21. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Request for Bid (Exhibit "B")
- c. Vendor Proposal (Exhibit C)

22. 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 Contractor:

Four Seasons Mowing & More, LLC
14755 Mockingbird Lane
Clearwater, FL 33760

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

fourseasonsmowing@gmail.com

With Copy To:

cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. 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.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom 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.

26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. 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.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: 

By: James Ethridge

Its: Owner

Date: 6 MAY 2024

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Andrew Dickman
City Attorney

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: _____

ATTEST:

Amber LaRowe
City Clerk



City of St Pete Beach Request for Bid

LANDSCAPING MAINTENANCE FOR DISTRICT 3 and 4

**Bids due on or before
March 20, 2024 at 9:00 PM EST(Deadline)
City Hall, St. Pete Beach, FL**

I. CONTENTS

I.	CONTENTS.....	2
II.	CONTRACTOR'S BID SUBMITTAL	3
III.	FEE SCHEDULE.....	4
IV.	GENERAL CONTRACT TERMS	9
V.	REFERENCES & MINIMUM QUALIFICATIONS	29
VI.	PUBLIC ENTITY CRIMINAL AFFIDAVIT	30
VII.	NON-COLLUSION AFFADAVIT	32
VIII.	SAMPLE AGREEMENT	33

Landscaping Maintenance Districts 3 and 4

ITEM	DATE	TIME
Solicitation Issued	2/21/2024	N/A
Pre-Bid Meeting (Not Mandatory)	2/28/2024	1:00 PM
Deadline for Receipt of Questions	3/13/2024	10:00 AM
Submission Deadline	3/20/2024	9:00 AM
Scaled Bid Opening	3/20/2024	11:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in landscaping care and ground maintenance.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Landscaping Maintenance District 3 and 4" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Landscaping Maintenance District 3 and 4."

COMPANY: FOUR SEASONS MAINTENANCE LLC DATE: 18 MARCH 2024
ADDRESS: 14755 HOLLAND BLVD. W. CLEARWATER PHONE: 727 641 7396
BIDDER: [Signature] NAME: JAMES E. THURIDGE
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of March 2024, by James E. Thuridge, who is personally known to me or has produced FL E-363-436-68-147-0 as identification.

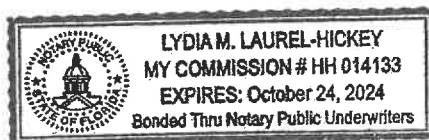
(SEAL)

[Signature]
Notary Public - State of Florida

Lydia M. Laurel-Hickey
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706



Fee Schedule

Landscape Maintenance-District 3 Parks, Properties & ROWs

Location	APRIL 1 - OCTOBER 31			NOVEMBER 1 - MARCH 31		
	Visits	Cost/Visit	Period Total	Visits	Cost/Visit	Period Cost
Gulf Blvd Medians (Includes 55th Median-Don Cesar Median)	30	190	\$ 5700	11	190	\$ 2090
Punta Vista Drive Median	30	150	\$ 4500	11	150	\$ 1650
Boca Ciega Isle Bridge	30	75	\$ 2250	11	75	\$ 825
Lido Park	30	150	\$ 4500	11	150	\$ 1650
County Park	30	185	\$ 5550	11	185	\$ 2035
Belle Vista Parking Lot	30	35	\$ 1050	11	35	\$ 385
Belle Vista Triangle #1	30	125	\$ 3750	11	125	\$ 1375
Belle Vista Triangle #2	30	125	\$ 3750	11	125	\$ 1375
Belle Vista Mini Park	30	30	\$ 900	11	30	\$ 330
Belle Vista Pocket Park	30	15	\$ 450	11	15	\$ 165

NEW AREA - NEW DRIVE

Belle Vista Alleys
Located Between 44th/43rd Avenues
43rd/42nd, 42nd/41st Ave

Thomas Rowe Park
3501 Gulf Blvd

Pinellas Bayway
35th Avenue North and South ROW
& Median (from Bridge to Gulf Blvd)
& Maritana ROW
& Under Bayway Bridge
& Don Cesar HOA sign

Lazafillo Park
224 DeBazen Avenue

STREET ENDS
4152 Belle Vista Drive East

396 Belle Point Drive
(N end of Clearview Street)

Landscape Maintenance-District 4 Parks, Properties & ROWs

Location	APRIL 1 - OCTOBER 31			NOVEMBER 1 - MARCH 31		
	Visits	Cost/Visit	Period Total	Visits	Cost/Visit	Period Cost Yearly Total
Don Cesar Boat Ramp & ROW 3320 W. Maritana	30	35'	\$1050'	11	35'	\$385' \$1435'
Don Vista Center & El Centro ROW 3300 Pass A Grille Way	30	65'	\$1950'	11	65'	\$715' \$2665'
Don Vista Beach Park & Grass Lot	30	30'	\$900'	11	30'	\$330' \$1230'

(west of N parking lot) 500 33rd Avenue

Vina Del Mar Bridge
21st Street at Pass A Grille Way

Vina Del Mar Park
302 Isle Way

Isle Drive Bridge (both sides)
250 Isle Driv (VDM)

South Fire Station
1900 Pass A Grille Way

Hurley Park/Warren Webster Center
1501 Gulf Way

Ercius Park
1205 Pass A Grille Way

8th Avenue Business District
(between Pass A Grille Way and Gulf Way)

Pass A Grille Park
1000 Pass A Grille Way

Pass A Grill Concession
900 Gulf Way

Gulf Way Islands
(from 9th Ave-22nd Ave)

STREET ENDS
21st Ave (W)

18th Ave (E)

17th Ave (E)

30	16'	\$ 300	11	10'	\$ 110	\$ 410
30	450'	\$ 13,500	11	450'	\$ 4,950	\$ 18,450
30	30'	\$ 900	11	30'	\$ 330	\$ 1,230
30	35'	\$ 1,050	11	35'	\$ 385	\$ 1,435
30	250'	\$ 7,500	11	250'	\$ 2,750	\$ 10,250
30	25'	\$ 750	11	25'	\$ 275	\$ 1,025
30	75'	\$ 2,250	11	75'	\$ 825	\$ 3,075
30	185'	\$ 5,550	11	185'	\$ 2,035	\$ 7,585
30	25'	\$ 750	11	25'	\$ 275	\$ 1,025
30	175'	\$ 5,250	11	175'	\$ 1,925	\$ 7,175
30	10'	\$ 300	11	10'	\$ 110	\$ 410
30	15'	\$ 450	11	15'	\$ 165	\$ 615
30	15'	\$ 450	11	15'	\$ 165	\$ 615

new away - new away

16th Ave (E)

15th Ave (E)

14th Ave (E)

Intracoastal Seawall
(1st Avenue - 12th Avenue)

Dog Beach (1st Avenue E)

TOTAL ANNUAL CONTRACT PRICING

For November 1st-March 31st, this will be on an alternating schedule. District 3 maintenance one week and District 4 Maintenance the next.

MISCELLANEOUS (per hour cost)
Emergency Services

Fertilizer Application

Sod Removal and Installation

Tree Trimming

Bland Pass Right of Way

30	15	\$ 450	11	15	\$ 165	\$ 615
30	15	\$ 450	11	15	\$ 165	\$ 615
30	15	\$ 450	11	15	\$ 165	\$ 615

30	100	\$ 3000	11	100	\$ 165	\$ 4100
30	50	\$ 1500	11	50	\$ 550	\$ 2050

\$ 165,625.00

\$ 150

\$ 250 includes fertilizer

\$ 125

\$ 150

\$ 100

Fee Schedule

Landscape Maintenance-District 3 Parks, Properties & ROWs

Nov 2026-
Nov 2027

APRIL 1 - OCTOBER 31
Weekly, based on 30 weeks

NOVEMBER 1 - MARCH 31
Every other week, based on 22 weeks

Location	Visits	Cost/Visit	Period Total	Visits	Cost/Visit	Period Cost	Yearly Total
Gulf Blvd Medians (includes 55th Median-Don Cesar Median)	30	209	\$ 6270	11	209	\$ 2299	\$ 8569
Punta Vista Drive Median	30	150	\$ 4500	11	150	\$ 1650	\$ 6150
5200 Punta Vista Drive	30	75	\$ 2250	11	75	\$ 825	\$ 3075
Boca Ciega Isle Bridge	30	150	\$ 4500	11	150	\$ 1650	\$ 6150
350 46th Avenue	30	203.50	\$ 6105	11	203.50	\$ 2238.50	\$ 8343.50
Lido Park	30	35	\$ 1050	11	35	\$ 385	\$ 1435
4503 Gulf Blvd.	30	125	\$ 3750	11	125	\$ 1375	\$ 5125
County Park	30	125	\$ 3750	11	125	\$ 1375	\$ 5125
4700 Gulf Blvd	30	125	\$ 3750	11	125	\$ 1375	\$ 5125
Belle Vista Parking Lot	30	30	\$ 900	11	30	\$ 330	\$ 1230
30 44th Avenue (behind Gigi's Restaurant)	30	15	\$ 450	11	15	\$ 165	\$ 615
Belle Vista Triangle # 1	30	125	\$ 3750	11	125	\$ 1375	\$ 5125
125 44th Avenue	30	125	\$ 3750	11	125	\$ 1375	\$ 5125
Belle Vista Triangle #2	30	125	\$ 3750	11	125	\$ 1375	\$ 5125
3715 Belle Vista Drive	30	125	\$ 3750	11	125	\$ 1375	\$ 5125
Belle Vista Mini Park	30	125	\$ 3750	11	125	\$ 1375	\$ 5125
3600 Belle Vista East	30	125	\$ 3750	11	125	\$ 1375	\$ 5125
Belle Vista Pocket Park	30	125	\$ 3750	11	125	\$ 1375	\$ 5125
401 Belle Point Drive	30	125	\$ 3750	11	125	\$ 1375	\$ 5125

NUV 0000 - NUV 0000

Belle Vista Alleys
Located Between 44th/43rd Avenues
43rd/42nd , 42nd/41st Ave

Thomas Rowe Park
3501 Gulf Blvd

Pinellas Bayway
35th Avenue North and South ROW
& Median (from Bridge to Gulf Blvd)
& Maritana ROW
& Under Bayway Bridge
& Don Cesar HOA sign

Lazarillo Park
224 DeBazen Avenue

STREET ENDS
4152 Belle Vista Drive East
396 Belle Point Drive
(N end of Clearview Street)

Landscape Maintenance-District 4 Parks, Properties & ROWs

Location	APRIL 1 - OCTOBER 31			NOVEMBER 1 - MARCH 31		
	Visits	Cost/Visit	Period Total	Visits	Cost/Visit	Period Cost Yearly Total
Don Cesar Boat Ramp & ROW 3320 W. Maritana	30	35	\$ 1050	11	35	\$ 385 \$ 1435
Don Vista Center & El Centro ROW 3300 Pass A Grille Way	30	65	\$ 1950	11	65	\$ 715 \$ 2665
Don Vista Beach Park & Grass Lot	30	30	\$ 900	11	30	\$ 330 \$ 1230

(west of N parking lot) 500 33rd Avenue

Vina Del Mar Bridge
21st Street at Pass A Grille Way

Vina Del Mar Park
302 Isle Way

Isle Drive Bridge (both sides)
250 Isle Driv (VDM)

South Fire Station
1900 Pass A Grille Way

Hurley Park/Warren Webster Center
1501 Gulf Way

Ercius Park
1205 Pass A Grille Way

8th Avenue Business District
(between Pass A Grille Way and Gulf Way)

Pass A Grille Park
1000 Pass A Grille Way

Pass A Grill Concession
900 Gulf Way

Gulf Way Islands
(from 9th Ave-22nd Ave)

STREET ENDS
21st Ave (W)

18th Ave (E)

17th Ave (E)

30	10	\$ 360	11	10	\$ 110	\$ 410
30	495	\$ 14,850	11	495	\$ 5445	\$ 20,295
30	30	\$ 960	11	30	\$ 330	\$ 1230
30	35	\$ 1030	11	35	\$ 385	\$ 1435
30	250	\$ 7500	11	250	\$ 2150	\$ 10,250
30	25	\$ 750	11	25	\$ 215	\$ 1025
30	75	\$ 2250	11	75	\$ 825	\$ 3075
30	185	\$ 5550	11	185	\$ 2035	\$ 7585
30	25	\$ 750	11	25	\$ 215	\$ 1025
30	192.50	\$ 5975	11	192.50	\$ 2117.50	\$ 7892.50
30	10	\$ 300	11	10	\$ 110	\$ 410
30	15	\$ 450	11	15	\$ 165	\$ 615
30	15	\$ 450	11	15	\$ 165	\$ 615

LOW above NOV 2022

16th Ave (E)

30 15- \$450-

11 15- \$165- \$615-

15th Ave (E)

30 15- \$450-

11 15- \$165- \$615-

14th Ave (E)

30 15- \$450-

11 15- \$165- \$615-

Intracoastal Seawall
(1st Avenue - 12th Avenue)

30 110- \$3300-

11 110- \$1210- \$4510-

Dog Beach (1st Avenue E)

30 55- \$1650-

11 55- \$605- \$2255-

TOTAL ANNUAL CONTRACT PRICING

\$173,840.00

For November 1st-March 31st, this will be on an alternating schedule. District 3 maintenance one week and District 4 Maintenance the next.

MISCELLANEOUS (per hour cost)
Emergency Services

\$150-

Fertilizer Application

\$250- includes Fertilizer

Sod Removal and Installation

\$125-

Tree Trimming

\$150-

Bland Pass Right of Way

\$160-

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified landscaping contractor to perform landscaping care and ground maintenance for District 3 and District 4.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified contractors for landscape care and ground maintenance for District 3 and District 4 in the City of St. Pete Beach. Specific locations are listed in the Fee Schedule.

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, , References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (kkapusta@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on **September 14, 2021 at 2:00 PM EST** via Zoom Video conference/Teleconference. Please contact the City's Procurement Manager (kkapusta@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **4:00 PM EST on September 16, 2021**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **September 24, 2021 at 2:00 PM EST** (Deadline). No bids shall be

accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: "**Landscaping Maintenance for District 3 and 4**"

CONTACT INFORMATION

Kathy Kapusta – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9251 E-mail - kkapusta@stpetebeach.org

SCOPE OF WORK

The Contractor shall be responsible for the physical care and maintenance of all turf areas and weed control in plant beds and hardscapes in the City's Parks, Properties, and ROWs. This excludes ballfield maintenance at Hurley and Egan ballfields. Trash removal, general cleanup and fire ant control shall be included. Maintenance of shrubs and ornamentals shall not be included with the exceptions of any areas as noted.

All areas are to be visited once every week, seven (7) days, year round. Turf shall be mowed once every seven (7) days beginning April 1st through October 31st and once every fourteen (14) days, beginning the first full week of November through the last full week of March. The City reserves the right to increase and/or decrease the number of mowings per area.

The Contractor is expected to be completely knowledgeable in all aspects of turf management, including the ability to recognize and evaluate pathogenic and non-pathogenic damage to all turf. All contractors must hold all applicable state and county licenses.

- Definitions:
 - Work Hours = The number of hours and minutes it will take the Contractor to maintain a given area to specification standards (i.e. City Hall takes 4 hours and 45 minutes = 4.75).
 - Hourly Rate = Cost to the Contractor to maintain the areas according to specifications. This rate should include labor costs, equipment maintenance costs, etc. (i.e. \$20/hour)
 - Cost/Price = This is the total price (work hours x hourly rate) it will cost the Contractor to maintain the specified area to the specification standards (i.e. 40 work hours x \$20 hourly rate = \$80.00/visit)
 - Visit = Each time the Contractor is on site at a Park or Park Area to perform ALL duties as described in Detailed Specifications as needed for that particular site
 - Turf = Lawn areas/Bahia, St Augustine etc.
 - Planting Beds = Areas that do not include turf grasses. These areas will be planted with trees, shrubs, flowers and other ornamental plants
 - Proper Techniques = American National Standards (ANSI A 300-1995) and Park Maintenance Standards published by the National Recreation and Parks Association (NRPA) in 1986 shall be the accepted standards for purposes of this Contract
 - Walkways = Dune walkovers, sidewalks, and all other pedestrian travel ways

DETAILED SPECIFICATIONS

SCHEDULING

1. The Contractor shall supply the Operations Manager with a daily work schedule and shall adhere to the schedule at all times unless authorized. The Contractor shall contact the Operations Manager at the beginning of each workday.
2. It will be necessary for the Operations Manager to communicate with Contractor maintenance crews during working hours. Contact must be maintained via cell phone or two-way radio, and it will be the Contractor's responsibility to provide the means for said communication.

3. For the purpose of communication, the Contractor shall assign one employee to act as supervisor of the Contractor's maintenance crew(s) and liaison to the Operations Manager or designated staff. This employee shall be on-site at all times when maintenance is being performed within the City.
4. All maintenance shall take place Monday through Friday. No work shall be scheduled on the weekend unless pre-approved by the City.
5. Ballfield maintenance at Hurley and Egan Ballfields is exempt from this contract; however, it is the Contractor's responsibility to remain aware of any activities that may affect the Contractor's schedule.
6. The Contractor shall complete the Lawn Maintenance Work Schedule sheet and submit it to the Operations Manager at the end of each workweek.

UNIFORMS, EQUIPMENT, AND STAFFING

1. The Contractor shall insure that each of his/her employees is outfitted in a uniform equal to the uniforms of City staff.
2. All employees must wear shirts at all times and the shirt must identify the company.
3. Personal Protection Equipment (PPE) must be worn for the safety of the Contractor's employees.
4. Equipment shall be responsibility of the Contractor. Equipment safety is a priority when working around the public. The Contractor's equipment shall be maintained in top working condition. If the equipment is found to be unsafe, Parks staff shall tag the equipment out of service and the Contractor shall remove the equipment immediately from the premises.
5. Contractor must provide adequate staffing to complete all maintenance activities as listed. If at any time the City sees that the Contractor is falling behind in maintenance duties, they shall request additional Contractor staff to be assigned to the City at no additional cost.

BUSINESS REGISTRATION AND VEHICLE LOGOS

1. The Contractor shall be registered with the City's Community Development Department and shall maintain that registration for the duration of the contract.
2. All vehicles and trailers used in maintaining this Contract shall have the company name visible on both sides of the vehicle and trailer.

TRAFFIC CONTROL

1. All guidelines as stated for proper signs, traffic control, and safety procedures shall be followed as stated in the Manual on Uniform Traffic Control Devices (MUTCD) book.
2. All work areas are to have the proper signs, cones, etc. for warning traffic and/or directing traffic around the work area. The Contractor is responsible for providing their own MOT devices.
3. In addition to properly posting all roadways where maintenance will be taking place, all personnel must be using proper safety devices so as to be easily visible to all traffic. This includes safety vests, flags, helmets or hats, etc. All crew members shall wear FDOT approved orange or green vests or orange or green T-Shirts when working in the roadway.
4. The Contractor is responsible for following all Florida Department of Transportation guidelines for traffic control when working on DOT roadways.
5. Contractor must maintain one crew member with FDOT Maintenance of Traffic Certification on-site, at all times.

VANDALISM/BREAKAGE

1. Report any vandalism immediately to the Operations Manager's Office (363-9246).
2. Report any damage to irrigation heads, lines, benches, playground equipment, fencing, etc. immediately to the Operations Manager's Office.
3. The City reserves the right to deduct the cost of repairs from a monthly invoice, if damage to any City property (including sprinkler heads and valve boxes) occurs due to carelessness, incorrect use of equipment, improper equipment settings, and inadequate equipment maintenance by the Contractor.

GENERAL CLEANUP

1. All turf areas, shrub beds and play courts are to be cleared of all litter and debris prior to mowing. This includes but is not limited to items such as cans, bottles, paper, palm fronds, tree limbs, dog excrement, etc. All debris removed shall be disposed of properly. (Refer to Debris Disposal).
2. All curbs, roadways, sidewalks, playground surfaces, play courts, walkways, etc. are to be free of dirt, sand and litter by using either a broom or power blower after all mowing, line trimming and edging is complete. Grass clippings or any other debris are not to be discharged into the roadway (City Ordinance). The 8th Ave Business District shall require an outdoor vacuum to avoid debris or clippings blown into buildings or street.
3. All cooking grills shall be cleaned out each visit. This shall only be done after assurance that any coals are completely extinguished.
4. All trash cans within the parks and parkways are to be emptied thoroughly. No debris shall remain at the bottom of the cans or in the can holder.

5. All cigarette disposal containers shall be emptied weekly.
6. Sand and debris will be blown off all surfaces on playgrounds weekly.

TURF MOWING AND LINE TRIMMING

1. All turf areas are to have litter, trash, palm fronds, dog excrement and other debris picked up prior to mowing. Inspect all areas for uneven terrain and adjust mowing blade accordingly to avoid scalped areas. This may require blade adjustment more than once on the same area. Areas that are damaged due to improper technique shall be replaced by the Contractor at no expense to the City.
2. St. Augustine and Bahia grasses shall be cut to a length of 3" to 4" depending on the variety or cultivar. Clippings shall be allowed to remain on the turf unless excessive or otherwise specified by the City. Check mowing area for uneven terrain and adjust mowing height accordingly to prevent scalped areas.
3. Maintenance of Bermuda grass is not included in the scope of this bid.
4. Line trimmers are not an acceptable substitute for mowers in small areas. Trim (push) mowers shall be used for small areas to achieve proper mowing standards rather than a riding mower, tractor or line trimmer. All mowers and edger's are to have sharp blades. All equipment shall be kept in good operating condition.
5. Line trimming shall be done only around inanimate objects (i.e. benches, fencing, and signs). No line trimming shall be done around tree trunks, shrub stems, etc.. Keep riding mower wheels out of tree rings and shrub beds to prevent damage to roots of ornamental plants. Plants damaged due to improper mowing or trimming techniques by the Contractor shall be replaced at the Contractor's expense.

EDGING

1. Edge all planted areas, shrub beds, grass areas, curbs, sidewalks, picnic shelters and flush mounted utility boxes (i.e. all irrigation valve boxes) with a proper edger. Line trimming an edge shall not be acceptable. All edges should have a smooth and even appearance.

WEEDING

2. Weeding includes using a pre-emergent, removal of all undesirable vegetation in shrub beds, hedgerows and tree rings. This vegetation may be chemically treated or weeded by hand when directed by City staff. All above listed areas shall be kept 95% weed free at all times. Any weeds higher than 6" shall be pulled instead of sprayed. Check with City Parks staff for what is considered undesirable. If using chemical treatment, any damage to existing plants shall result in plant replacement at contractor's expense. All chemicals shall be properly labeled and used as directed. All chemical treatments require prior approval of City Parks staff prior to application.
3. All play courts, playgrounds, concrete medians, sidewalks, parking lots and curbs are to be weed free at all times.
4. All vegetation shall be kept free from the fence line of all play courts at all times.
5. Herbicides shall not be used on "grown-in" shrub areas, such as medians. Weeds in these areas are to be hand pulled. Pre-emergents are acceptable upon prior approval by City Parks staff.
6. Annual beds are to be weeded by hand.

HERBICIDES

1. The Contractor must have and maintain a current Florida Pesticide Applicator's License or each individual applicator must hold a Limited Certification for Commercial Landscape Maintenance.
2. Herbicides may be used as needed for weed control (i.e. fencecrows, tree rings, sidewalks, etc). All herbicide use will be according to labeled instructions. All dead vegetation taller than 3" shall be removed within seven (7) days.
3. Herbicides shall not be applied during windy conditions (winds greater than 15 mph) unless a shield is used at the tip of the sprayer and approved by Parks Division.
4. Pre and/or Post Emergent herbicides may be used where applicable and approved by Parks staff
5. All chemicals used must have a MSDS sheet on file in the Parks Division office. All laws concerning the spraying of any type of chemical shall apply. Remember: The label is the law!
6. Herbicides may not be used in place of an edger.
7. It shall be the contractor's responsibility to review the list (Florida Department of Agriculture) of chemically sensitive residents that require 48 hours notification before any chemical applications. It shall be the Contractor's responsibility to contact such residents.
8. The Contractor shall be responsible for replacing any turf or other plants damaged or destroyed due to the improper use of contractor-applied herbicides.

INSECT CONTROL

1. Treatments for ants shall be done each visit as needed using a specific bait granule or specific aerosol. Playground areas are to be inspected weekly and treated immediately to prevent the formation of mounds.
2. Upon notification of the City, problem areas shall be treated within 24 hours of notification.
3. Any indication of possible insect problems on any plants (i.e. mole crickets, chinch bugs on lawns, caterpillars, aphids, scale, etc. on ornamentals) shall be reported to the City's Parks staff immediately.

CONCRETE MEDIANS, CURBS, SIDEWALKS, PARKING LOTS, PICNIC SHELTERS

1. All are to be kept weed free with herbicides or by hand.
2. City curbs/sidewalks are to be edged each mowing to prevent grass overrun.
3. These areas shall be cleared of all dirt, sand, debris and cigarette butts.
4. Herbicides shall not be used on "grown-in" shrub areas, such as medians. Weeds in these areas are to be hand pulled. Pre-emergents are acceptable upon prior approval by City Parks staff.

OUTDOOR PLAY COURTS AND PLAYGROUNDS

1. Keep all weeds and vegetation from encroaching on the courts and playgrounds.
2. All trash and debris are to be picked up and discarded properly every week year round.
3. All courts and play areas are to be swept or hand blown every week to remove all dirt, debris, etc. to maintain a clean and safe play surface.
4. Rake sand each visit to remove debris and trash from playgrounds that have sand play areas (i.e. Hurley Park, Vina Del Mar). This would include any parks containing sand boxes.

RETENTION PONDS

1. Keep retention ponds weed free. Remove weed growth at all in-flow and outfall pipes.
2. Remove all debris within 48 hours of any storm event.

DEBRIS DISPOSAL

1. The Contractor shall be allowed to use the City dumpsters (at various locations) for debris and trash removed from City Parks under the following conditions:
 - a. When using the City dumpsters, the ground area must be kept free of all debris. All debris must be placed within the dumpsters or roll-off and the entire load must not exceed the height of the fill line. Should the roll-off or dumpsters be filled to capacity, it shall be the Contractor's responsibility to haul away and properly dispose of the additional debris at his/her own expense. At no time should the Contractor overfill the dumpster.
 - b. The City's dumpster/roll-offs shall not be used by the Contractor to dump debris from other private contracts. This use is strictly prohibited. If the Contractor is found to be using the City's facilities for dumping debris from private contracts, the City shall have the right to immediately terminate the Contract.

ADDITIONAL SERVICES

These services will be billed by the Contractor additionally to the contract as requested by the City of St Pete Beach.

1. Fertilizer Application
 - a. Apply fertilizer at all City Owned Facilities, McKenney, Horan, Vina Del Mar, and Hurley Parks
 - b. Only applied as directed by the City of St Pete Beach
2. Sod Removal and Installation
 - a. Various locations throughout the City on City owned property only
 - b. Work performed only when directed by City of St Pete Beach
3. Tree Trimming
 - a. Trimming in the alleys on the following streets 44th Ave, 43rd Ave, 42nd Ave, 41st Ave in the Belle Vista neighborhood.
 - b. Work performed only when directed by the City of St Pete Beach
4. Blind Pass Right-of-Way
 - a. Trimming hedges, mowing grass and removing weeds in the right of way on Blind Pass from 75th Ave to 91st Ave
 - b. Work performed only when directed by the City of St Pete Beach

EVALUATION AND REPORTS

1. Evaluations may be conducted randomly as deemed necessary by the Parks staff. Parks staff will conduct the evaluations and shall base their judgements on the General and Detailed Specifications listed within the Contract. The evaluations are based on a three (3) point system with a rating of zero (0) as unacceptable, one (1) as needs improvement, and two (2) as meets expectations. If the contractor scores a rating of zero (0) in a task category for any park/ROW area the City will deduct the cost of the poorly evaluated task in the designated

area until the area shows improvement. If the contractor scores a one (1) on two consecutive evaluations, the City will deduct the cost of the poorly evaluated task in the designated area until the area shows improvement. A minimum of thirty percent (30%) of the cost for any specific area, as listed in the Bid Schedule by the Contractor, shall be deducted from the next invoice received by the City. If the Contractor disagrees with an evaluation ranking on any given area, the Parks staff evaluation shall be the final determination for possible withholding of payment. Any area completely skipped shall result in the withholding of all payment for that visit.

2. The City shall not pay for work that does not meet the standards set forth in the specifications of this Contract. If an overall rating of zero (0) occurs two (2) or more times, on any area (as listed in Bid Schedule), the City reserves the right to immediately terminate the Contract.
3. Contractor must turn in weekly reports of work completed, and any herbicides or insecticides used.

PAYMENT

1. The City shall make payment once a month providing an invoice is given for the work done during the month. In order to receive prompt payment, the Parks Division must be given an invoice at least one week prior to the fifteenth of the month to receive payment on the first of the following month or one week prior to the first of the month to receive payment on the fifteenth of the next month. Under no circumstances shall an invoice be processed for payment before invoiced work is completed. Each invoice shall reflect 1/12 (one twelfth) of the total contract price for all work as summarized in the contract Specifications. Please note the following:
 - a. The Parks are considered by the City to be a dynamic system. Changes and "up-upgrades" done by the Parks staff will take place on a regular basis. These changes will have little effect on the work schedule for the Contractor, and thus shall not be considered by the Contractor as creating extra work and therefore, extra expenses. It is the Contractor's responsibility to notify the Parks staff in the event a change, implemented by the City, results in an adverse effect on the Contractor's schedule, performance and/or workload.
 - b. Work will be paid at a base of 80% and the other 20% for performance when in compliance.
 - c. Refer to Contractor's Bid Submittal for payments withheld due to poor performance.

DETAILED SPECIFICATIONS

- **INTERCOASTAL, SIDEWALKS, AND WALKWAYS**
 - Sweep adjacent sidewalks adjoining the walkovers and along the seawall from 1st Ave- 22nd Ave in Pass A Grille.
 - Be mindful of vegetation that cannot be trimmed or touched under Florida law, but other vegetation that is protruding into the walkover path must be trimmed and maintained one (1) foot from walkways and walkovers at all times.
 - Beach sidewalks from 1st Avenue to 22nd Avenue shall be blown free of sand on a weekly basis.
- **BELLE VISTA ALLEYWAYS**
 - Alleys are to be trimmed and treated for weeds four times per year. Dates are to be scheduled by the Parks Division. Alleys shall be maintained to full width, with line trimming and herbicide application to prevent further growth.
- **GULF BOULEVARD AND BAYWAY MAINTENANCE**
 - All trees shall be maintained by the City. All shrubs and ground covers shall be maintained by the Contractor.
 - Sea grapes shall be trimmed by the Contractor to allow for proper mowing.
 - All tasks listed within the General Specifications shall be performed each visit.
 - All shrub and ground covers shall be trimmed a minimum of twelve (12) times per year to maintain a neat appearance, however, some plants may need additional trimming to maintain FDOT compliance at 18" above ground height. They shall be trimmed to maintain clear separation between different species. Ground covers and shrubs shall be maintained 12" from the back of the curb. Shell will be raked and leveled, tree litter shall be removed.
 - Shell shall be raked and leveled.
 - All litter and tree debris shall be removed and disposed of.
 - Weed control shall be done bi-weekly.
 - All ground covers and shrubs bordering sidewalks and curbs shall be trimmed to 12 inches from back of curb on each visit to keep these areas clear at all times.
 - All clippings / cuttings shall be cleaned up and disposed of properly the same day the trimming is done.
 - Hedge trimmers are to be used only on designated shrubs and ground covers. Some vegetation will require hand trimming as determined by Parks staff.

- Dead shrubs or plant material due to improper pruning or herbicide application shall result in the Contractor replacing the plants at the Contractor's expense.
- Herbicides shall not be used on "grown-in" shrub areas, such as medians. Weeds in these areas are to be hand pulled. Pre-emergents are acceptable upon prior approval by City Parks staff.

LANDSCAPING LICENSING

- Any person or company providing fertilizer application services within Pinellas County must obtain the Limited Certification for Urban Landscape Commercial Fertilizer as per F.S.482.1562.
- Any person or company providing landscape services (mowing, trimming, edging, pruning, debris management, etc.) NOT including fertilizer application must be trained in a Pinellas County approved best management practices course for landscape maintenance as per Pinellas County's fertilizer ordinance Article XIII, Chapter 58.
- Any person or company providing landscape services not including fertilizer application must display a Pinellas County Vehicle decal after successfully completing the training and certification requirements.
- Any person providing application of herbicides, fungicides, and insecticides using products limited to "Caution" labels only (such as Round-Up), must maintain the Limited Certification for Commercial Landscape Maintenance.
- Any commercial contractor providing application of herbicides, fungicides, and insecticides must maintain a company-wide Pest Control License for Lawn & Ornamental applications.

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Procurement Department. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor shall within ten (10) days after receipt of the Notice of Award and before commencement of any operations hereunder execute the Contract. The Contractor must provide a work schedule and/or commence work within ten (10) days of the Contract signing at the discretion of the City. Any change to the start date or the work schedule must be submitted in writing to and approved by the City Manager or designee. The Contractor shall furnish a dated work schedule (what work completed on what date) with each invoice to aid the City. The work shall be discontinued on Saturdays, Sundays and all legal or City designated holidays, except for special operations that may be necessary in order to maintain, check or protect work already performed. Work may be permitted on weekends or holidays with approval from the City Manager

or designee. No work shall be done at night without prior approval of the City Manager or designee.

COMPLETION OF WORK

The work will be completed and ready for final inspection by August 31, 2022. This contract is a one (1) year contract and renewable on a one (1) year basis for a maximum of three (3) years of renewal.

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Parks Division or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

Not required for this contract.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract

documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice, and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount or Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of

God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained twenty percent (20%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid
- e) Damage to another Contractor
- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- * Commercial General Liability Insurance \$1,000,000.00.
- * Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.

- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state

and local agencies to operate and manage a construction site, including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove

from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed

to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply will all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization and telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT - PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: JAMES E. TWIDLE FSM MANAGER
(Print individual's name and title)

for: FOUR SEASONS MORNING & MORE LLC
(Print name of entity submitting sworn statement)

at: 14755 MOCKINGBIRD LN W. CLEAR FL 33760
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

86-3248468
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

[Signature]
(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who

are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☒ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☒ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA

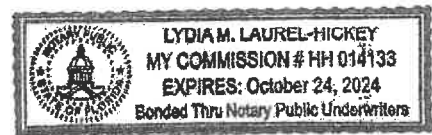
COUNTY OF Duval

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of March, 2021, by Jones Ethridge who is personally known to me or has produced FL E763-456-68-147-0 as identification.

(SEAL)

Notary Public - State of Florida

Lydia M. Laurel-Hickey
(Print, Type, Stamp, or Commissioned
Name of Notary Public)



VII. NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DALLAS

I state that I JAMES E. THURGOOD of Four Seasons Mortgage
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. Four Seasons Mortgage its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

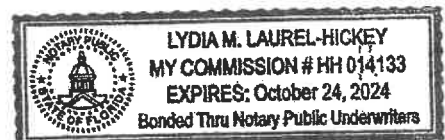
I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: Four Seasons Mortgage & More LLC
Signed By: [Signature]
Print Name: JAMES E. THURGOOD

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of March, 2024
by E 363-456-68-147-0 who is personally known to me or has produced
as identification.

(SEAL)

Notary Public - State of Florida
Lydia M. Laurel-Hickey
(Print, Type, Stamp, or Commissioned
Name of Notary Public)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (727) 937-4141 Fax: (727) 937-4237

CREWS INSURANCE AGENCY INC
COASTAL INSURANCE ASSOCIATES INC
201 S PINELLAS AVE
TARPON SPRINGS FL 34689

CONTACT NAME: Crews Insurance Agency Inc

PHONE (A/C No. Ext): (727) 937-4141

FAX (A/C No.): (727) 937-4237

E-MAIL:

ADDRESS:

PRODUCER CUSTOMER ID: 10121

INSURED
FOUR SEASONS MOWING & MORE LLC
14755 Mocking Bird Lane W
CLEARWATER FL 33760

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Southern Owners Insurance

10190

INSURER B : Auto-Owners Insurance

18988

INSURER C :

INSURER D:

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 10340041

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			20400148	08/11/23	08/11/24	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED. EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
B	AUTOMOBILE LIABILITY			53-610730-00	10/10/23	10/10/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS						\$
	☒ NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				OTH ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER ADDED AS ADDITIONAL INSURED TO GENERAL LIABILITY POLICY

CERTIFICATE HOLDER

CANCELLATION

City Of St. Petersburg Beach
155 Corey Ave
St. Pete Beach, FL 33706

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attention:

David M. Kinser



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

FOUR SEASONS MOWING AND MORE LLC

Filing Information

Document Number	L13000107465
FEI/EIN Number	46-3353475
Date Filed	07/30/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/29/2014

Principal Address

14755 MOCKINGBIRD LN W
Clearwater, FL 33760

Changed: 05/05/2022

Mailing Address

14755 MOCKINGBIRD LN W
CLEARWATER, FL 33760

Changed: 05/05/2022

Registered Agent Name & Address

ETHRIDGE, KIMBERLY F
14755 MOCKINGBIRD LN W
CLEARWATER, FL 33760

Name Changed: 01/31/2023

Address Changed: 05/05/2022

Authorized Person(s) Detail

Name & Address

Title MGR

ETHRIDGE, JAMES R

14755 MOCKINGBIRD LN W
CLEARWATER, FL 33760

Annual Reports

Report Year	Filed Date
2022	05/05/2022
2023	01/31/2023
2024	03/04/2024

Document Images

<u>03/04/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/31/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/05/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/13/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/16/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/10/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/09/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/30/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/08/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/29/2014 -- REINSTATEMENT</u>	View image in PDF format
<u>07/30/2013 -- Florida Limited Liability</u>	View image in PDF format

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY CREWS INSURANCE AGENCY INC
12-0036-00 MKT TERR 052 (727) 595-4127

ITEM ONE

NAMED INSURED FOUR SEASONS MOWING & MORE LLC

ADDRESS 14755 MOCKINGBIRD LN W
CLEARWATER FL 33760-2071

**COMMERCIAL AUTO POLICY DECLARATIONS
STANDARD PROGRAM**

Endorsement Effective 12-12-2023

POLICY NUMBER 53-610-730-00

Company Use 20-04-FL-2111

Company
Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
11-10-2023 to 11-10-2024

Entity: Limited Liability Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERED AUTOS AND COVERAGES

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those **autos** shown as covered **autos**. **Autos** are shown as covered **autos** for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Commercial Auto Policy next to the name of the coverage.

COVERAGES		COVERED AUTOS SYMBOLS	LIMIT OF INSURANCE FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
Combined Liability		7, 8, 9, 19	\$1 Million each accident	\$19,794.06
Uninsured Motorist Coverage		7, 8, 9	\$100,000 each person/ \$300,000 each accident (Non-stacked Uninsured Motorist Coverage selected.)	\$1,129.55
Personal Injury Protection		7	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	\$464.18
Medical Payments		7	\$2,000 each person	\$36.10
Physical Damage	Comprehensive	7	\$250 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$764.29
	Collision	7	\$500 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$1,318.14
	Road Trouble Service	7	See ITEM THREE for the limit applicable for each covered auto.	\$25.14
	Additional Expense	7	See ITEM THREE for the limit applicable for each covered auto.	\$182.70
Premium for Endorsements				\$100.00
ESTIMATED TOTAL PREMIUM*				\$23,814.16

* This policy may be subject to final audit.

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

ST. PETERSBURG BEACH LANDSCAPE MAINTENANCE FOR DISTRICTS 3 & 4

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and FOUR SEASONS MOWING & MORE (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement.

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility, the Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of

this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Vendor shall deliver the goods, or provide the services, described herein no later than 1NOV24 ("completion date").

6. This Agreement will remain in effect for a period of one (1) year from the Effective Date.

7. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

8. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

9. Vendor fully warrants the title to any and all goods provided hereunder and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

10. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

11. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

12. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

13. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

14. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

15. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

16. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

18. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

19. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

20. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")
- c. RFB (Exhibit "C")

21. 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.

22. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

23. 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:

Four Seasons Mowing & More LLC
14755 Mockingbird Lane West
Clearwater, FL 33760

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

24. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

25. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

26. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Four Seasons Mowing & More:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

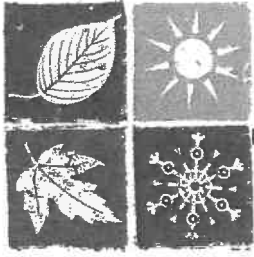
(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.



FOUR SEASONS MOWING & MORE, LLC.

Phone: 727.641.7396

Email: fourseasonsmowing@gmail.com

14755 Mockingbird Lane West, Clearwater, FL 33760

BACKGROUND / HISTORY

Four Seasons Mowing and More LLC (FSMM) was established in 2013. We are a woman owned and veteran operated grounds maintenance business.

The four primary principles of FSMM are:

- Sustain a standard of service above our customer expectations on the first day to the last day.
- Provide Fair and competitive pricing that enables us to take care of our employees and grow in support capability.
- Forge a reliable and strong two-way communication pathway with our clients allowing clarity, trust and bringing quick resolve to all matters.
- Operate in Six Sigma (Kaizen) principles allowing for continuous improvement and growth.

Four Seasons Owner Kimberly comes from a strong financial and business coordinating background. Serving in such roles as Office Manager and Finance Manager for law firms, such as Raymond James and Tucker & Luden and international companies. Kim's experience contributes greatly to sharp record keeping/ purchasing/ Insurances and invoicing matters. Four Seasons Manager James comes from a military background of 23 years of service as both enlisted and as a commissioned Officer working leadership and logistical challenges within 3 war zones. Lessons learned culminated into a sharper skill set, strong leadership and an innate ability to see opportunity in any difficulty for quick resolve.

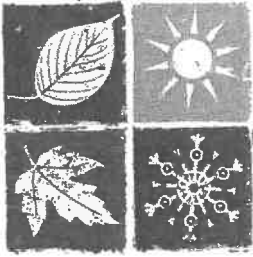
Four Seasons' work history includes:

(2013-Current) 28-56 RESIDENTIAL PROPERTIES Building off word of mouth advertisement only residential properties reached 56. To include property management companies. Since deciding to migrate to the commercial side of grounds maintenance FSMM has reduced residential numbers significantly. But maintain 15-20 whom have become family to us.

(2017-Current) CITY OF ST. PETE BEACH, FL. Covering two city districts including parks, alleyways, medians and bridges. For the City of St. Pete Beach you may find we are always easy to reach, work fluidly with the Parks and Rec Team and the PW personnel to assist as needed.

(2019-Current) CITY OF LARGO, FL. Conducting many various grounds maintenance projects from land clearing to planting and spraying. FSMM has provides support to the City of Largo and continues today. It's not us providing support that is the focus. It is us grateful we have the talent and opportunity to do so. (Reference)

(2019-Current) CITY OF SAINT PETERSBURG, FL. Currently over see the property maintenance for (14) fire stations within the city of St. Petersburg. Multiple warehouse/ police training facilities and the Police Headquarters. The city calls on us periodically to assist with grounds clean up elsewhere when needed. Services provided include grounds maintenance , tree trimming, herbicide spraying, planting and clearing. (Reference)



FOUR SEASONS MOWING & MORE, LLC.

Phone: 727.641.7396

Email: fourseasonsmowing@gmail.com

14755 Mockingbird Lane West, Clearwater, FL 33760

BACKGROUND / HISTORY

- Four Seasons Mowing and More LLC does not currently have or has had any claims or disputes placed against our company to include any litigation since established in 2013.
- Four Seasons Mowing & More LLC statement of assurance that the firm is not presently in violation of any statutes or regulatory rules that might impact our company's operations.
- Four Seasons' ability to bond is clear if needed. There are no existing or previous claims against previous bonds.

REFERENCES:

Greg Wright
Assistant Park Superintendent
City of Largo
727-893-7040 Ext 5203
gwright@largo.com

Daniel Cloutier
St Petersburg Fire Rescue
Facilities Maintenance Supervisor
City of St Petersburg, FL 33701
Office 727-893-7679 / Cell 727-385-6027
Daniel.Cloutier@stpete.org

Doug Henderson
Facilities Project Coordinator, Police Department
City of St. Petersburg, FL 33701
Office 727-893-7040 / Cell 727-503-6041
Douglas.Henderson@stpete.org

Fee Schedule

Landscape Maintenance-District 3 Parks, Properties & ROWs

Location	APRIL 1 - OCTOBER 31			NOVEMBER 1 - MARCH 31		
	Visits	Cost/Visit	Period Total	Visits	Cost/Visit	Period Cost Yearly Total
Gulf Blvd Medians (includes 55th Median-Don Cesar Median)	30	190	\$ 5700	11	190	\$ 2090 \$ 7790
Punta Vista Drive Median 5200 Punta Vista Drive	30	150	\$ 4500	11	150	\$ 1650 \$ 6150
Boca Ciega Isle Bridge 350 46th Avenue	30	75	\$ 2250	11	75	\$ 825 \$ 3075
Lido Park 4503 Gulf Blvd.	30	150	\$ 4500	11	150	\$ 1650 \$ 6150
County Park 4700 Gulf Blvd	30	185	\$ 5550	11	185	\$ 2035 \$ 7585
Belle Vista Parking Lot 30 44th Avenue (behind Gigi's Restaurant)	30	35	\$ 1050	11	35	\$ 385 \$ 1435
Belle Vista Triangle # 1 125 44th Avenue	30	125	\$ 3750	11	125	\$ 1375 \$ 5125
Belle Vista Triangle #2 3715 Belle Vista Drive	30	125	\$ 3750	11	125	\$ 1375 \$ 5125
Belle Vista Mini Park 3600 Belle Vista East	30	30	\$ 900	11	30	\$ 330 \$ 1230
Belle Vista Pocket Park 401 Belle Point Drive	30	15	\$ 450	11	15	\$ 165 \$ 615

NEW 2021 - NEW 2020

Belle Vista Alleys
Located Between 44th/43rd Avenues
43rd/42nd, 42nd/41st Ave

30 250' \$ 7500' 11 250' \$ 2750' 10250'

Thomas Rowe Park
3501 Gulf Blvd

30 35' \$ 1050' 11 35' \$ 385' 1435'

Pinellas Bayway
35th Avenue North and South ROW
& Median (from Bridge to Gulf Blvd)
& Maritana ROW
& Under Bayway Bridge
& Don Cesar HOA sign

30 650' \$ 19,500' 11 650' \$ 7150' 261050'

Lazarillo Park
224 DeBazen Avenue

30 350' \$ 10,500' 11 350' \$ 3850' 14,350'

STREET ENDS
4152 Belle Vista Drive East
396 Belle Point Drive
(N end of Clearview Street)

30 20' \$ 600' 11 20' \$ 220' 820'
30 15' \$ 450' 11 15' \$ 165' 615'

Landscape Maintenance-District 4 Parks, Properties & ROWs

APRIL 1 - OCTOBER 31
Weekly, based on 30 weeks

NOVEMBER 1 - MARCH 31
Every other week, based on 22 weeks

Location	Visits	Cost/Visit	Period Total	Visits	Cost/Visit	Period Cost	Yearly Total
Don Cesar Boat Ramp & ROW 3320 W. Maritana	30	35'	\$ 1050'	11	35'	\$ 385'	\$ 1435'
Don Vista Center & El Centro ROW 3300 Pass A Grille Way	30	65'	\$ 1950'	11	65'	\$ 715'	\$ 2665'
Don Vista Beach Park & Grass Lot	30	30'	\$ 900'	11	30'	\$ 330'	\$ 1230'

(west of N parking lot) 500 33rd Avenue

Vina Del Mar Bridge
21st Street at Pass A Grille Way

Vina Del Mar Park
302 Isle Way

Isle Drive Bridge (both sides)
250 Isle Driv (VDM)

South Fire Station
1900 Pass A Grille Way

Hurley Park/Warren Webster Center
1501 Gulf Way

Ercius Park
1205 Pass A Grille Way

8th Avenue Business District
(between Pass A Grille Way and Gulf Way)

Pass A Grille Park
1000 Pass A Grille Way

Pass A Grill Concession
900 Gulf Way

Gulf Way Islands
(from 9th Ave-22nd Ave)

STREET ENDS
21st Ave (W)

18th Ave (E)

17th Ave (E)

30	16'	\$ 300-	11	10'	\$ 110-	\$ 410-
30	450'	\$ 13,500-	11	450'	\$ 4,950-	\$ 18,450-
30	30'	\$ 900-	11	30'	\$ 330-	\$ 1,230-
30	35'	\$ 1,050-	11	35'	\$ 385-	\$ 1,435-
30	250'	\$ 7,500-	11	250'	\$ 2,750-	\$ 10,250-
30	25'	\$ 750-	11	25'	\$ 275-	\$ 1,025-
30	75'	\$ 2,250-	11	75'	\$ 825-	\$ 3,075-
30	185'	\$ 5,550-	11	185'	\$ 2,035-	\$ 7,585-
30	25'	\$ 750-	11	25'	\$ 275-	\$ 1,025-
30	175'	\$ 5,250-	11	175'	\$ 1,925-	\$ 7,175-
30	10'	\$ 300-	11	10'	\$ 110-	\$ 410-
30	15'	\$ 450-	11	15'	\$ 165-	\$ 615-
30	15'	\$ 450-	11	15'	\$ 165-	\$ 615-

1500 2624-1000 2020

new away new away

16th Ave (E)

30 15' \$ 450

11 15' \$ 165 \$ 615

15th Ave (E)

30 15' \$ 450

11 15' \$ 165 \$ 615

14th Ave (E)

30 15' \$ 450

11 15' \$ 165 \$ 615

Intracoastal Seawall
(1st Avenue - 12th Avenue)

30 100' \$ 3000

11 100' \$ 165 \$ 4100

Dog Beach (1st Avenue E)

30 50' \$ 1500

11 50' \$ 550 \$ 2050

TOTAL ANNUAL CONTRACT PRICING

\$ 165,625.00

For November 1st-March 31st, this will be on an alternating schedule. District 3 maintenance one week and District 4 Maintenance the next.

MISCELLANEOUS (per hour cost)
Emergency Services

\$ 150

Fertilizer Application

\$ 250 includes fertilizer

Sod Removal and Installation

\$ 125

Tree Trimming

\$ 150

Bland Pass Right of Way

\$ 100

Fee Schedule

Landscape Maintenance-District 3 Parks, Properties & ROWs

Nov 2026-
Nov 2027

Location	APRIL 1 - OCTOBER 31			NOVEMBER 1 - MARCH 31		
	Visits	Cost/Visit	Period Total	Visits	Cost/Visit	Period Cost Yearly Total
Gulf Blvd Medians (includes 55th Median-Don Cesar Median)	30	209 ⁻	\$ 6270 ⁻	11	209 ⁻	\$ 2299 \$ 85109 ⁻
Punta Vista Drive Median	30	150 ⁻	\$ 4500 ⁻	11	150 ⁻	\$ 1650 \$ 6150 ⁻
5200 Punta Vista Drive	30	75 ⁻	\$ 2250 ⁻	11	75 ⁻	\$ 825 \$ 3075 ⁻
Boca Ciega Isle Bridge	30	150 ⁻	\$ 4500 ⁻	11	150 ⁻	\$ 1650 \$ 6150 ⁻
350 46th Avenue	30	203 ⁵⁰	\$ 6105 ⁻	11	203 ⁵⁰	\$ 2238 \$ 8343 ⁵⁰
Lido Park	30	35 ⁻	\$ 1050 ⁻	11	35 ⁻	\$ 385 \$ 1435 ⁻
4503 Gulf Blvd.	30	125 ⁻	\$ 3750 ⁻	11	125 ⁻	\$ 1375 \$ 5125 ⁻
County Park	30	125 ⁻	\$ 3750 ⁻	11	125 ⁻	\$ 1375 \$ 5125 ⁻
4700 Gulf Blvd	30	125 ⁻	\$ 3750 ⁻	11	125 ⁻	\$ 1375 \$ 5125 ⁻
Belle Vista Parking Lot	30	30 ⁻	\$ 900 ⁻	11	30 ⁻	\$ 330 \$ 1230 ⁻
30 44th Avenue (behind Gigi's Restaurant)	30	15 ⁻	\$ 450 ⁻	11	15 ⁻	\$ 165 \$ 615 ⁻
Belle Vista Triangle # 1	30	125 ⁻	\$ 3750 ⁻	11	125 ⁻	\$ 1375 \$ 5125 ⁻
125 44th Avenue	30	125 ⁻	\$ 3750 ⁻	11	125 ⁻	\$ 1375 \$ 5125 ⁻
Belle Vista Triangle #2	30	125 ⁻	\$ 3750 ⁻	11	125 ⁻	\$ 1375 \$ 5125 ⁻
3715 Belle Vista Drive	30	125 ⁻	\$ 3750 ⁻	11	125 ⁻	\$ 1375 \$ 5125 ⁻
Belle Vista Mini Park	30	30 ⁻	\$ 900 ⁻	11	30 ⁻	\$ 330 \$ 1230 ⁻
3600 Belle Vista East	30	15 ⁻	\$ 450 ⁻	11	15 ⁻	\$ 165 \$ 615 ⁻
Belle Vista Pocket Park	30	15 ⁻	\$ 450 ⁻	11	15 ⁻	\$ 165 \$ 615 ⁻
401 Belle Point Drive	30	15 ⁻	\$ 450 ⁻	11	15 ⁻	\$ 165 \$ 615 ⁻

NUV 2020 - NUV 2021

Belle Vista Alleys
Located Between 44th/43rd Avenues
43rd/42nd , 42nd/41st Ave

30 250 ~ \$ 7500 ~

11 250 ~ \$ 2750 ~ 10,250 ~

Thomas Rowe Park
3501 Gulf Blvd

30 35 ~ \$ 1050 ~

11 35 ~ \$ 385 ~ 1435 ~

Pinellas Bayway
35th Avenue North and South ROW
& Median (from Bridge to Gulf Blvd)
& Maritana ROW
& Under Bayway Bridge
& Don Cesar HOA sign

30 715 ~ \$ 21,450 ~

11 715 ~ \$ 1865 ~ 29,315 ~

Lazarillo Park
224 DeBazen Avenue

30 385 ~ \$ 11,550 ~

11 385 ~ \$ 4235 ~ 15,785 ~

STREET ENDS
4152 Belle Vista Drive East

396 Belle Point Drive
(N end of Clearview Street)

30 20 ~ \$ 600 ~
30 15 ~ \$ 450 ~

11 20 ~ \$ 220 ~ 820 ~
11 15 ~ \$ 165 ~ 615 ~

Landscape Maintenance-District 4 Parks, Properties & ROWs

Location	APRIL 1 - OCTOBER 31			NOVEMBER 1 - MARCH 31		
	Visits	Cost/Visit	Period Total	Visits	Cost/Visit	Period Cost Yearly Total
Don Cesar Boat Ramp & ROW 3320 W. Maritana	30	35 ~	\$ 1050 ~	11	35 ~	\$ 385 ~ 1435 ~
Don Vista Center & El Centro ROW 3300 Pass A Grille Way	30	65 ~	\$ 1950 ~	11	65 ~	\$ 715 ~ 2665 ~
Don Vista Beach Park & Grass Lot	30	30 ~	\$ 900 ~	11	30 ~	\$ 330 ~ 1230 ~

(west of N parking lot) 500 33rd Avenue

Vina Del Mar Bridge
21st Street at Pass A Grille Way

Vina Del Mar Park
302 Isle Way

Isle Drive Bridge (both sides)
250 Isle Driv (VDM)

South Fire Station
1900 Pass A Grille Way

Hurley Park/Warren Webster Center
1501 Gulf Way

Ercius Park
1205 Pass A Grille Way

8th Avenue Business District
(between Pass A Grille Way and Gulf Way)

Pass A Grille Park
1000 Pass A Grille Way

Pass A Grill Concession
900 Gulf Way

Gulf Way Islands
(from 9th Ave-22nd Ave)

STREET ENDS
21st Ave (W)

18th Ave (E)

17th Ave (E)

30	10 ⁻	\$ 380 ⁻	11	10 ⁻	\$ 110 ⁻	\$ 410 ⁻
30	495 ⁻	\$ 14,850 ⁻	11	495 ⁻	\$ 5445 ⁻	\$ 20,295 ⁻
30	30 ⁻	\$ 960 ⁻	11	30 ⁻	\$ 330 ⁻	\$ 1230 ⁻
30	35 ⁻	\$ 1030 ⁻	11	35 ⁻	\$ 385 ⁻	\$ 1435 ⁻
30	250 ⁻	\$ 7500 ⁻	11	250 ⁻	\$ 2150 ⁻	\$ 10,250 ⁻
30	25 ⁻	\$ 750 ⁻	11	25 ⁻	\$ 215 ⁻	\$ 1025 ⁻
30	75 ⁻	\$ 2250 ⁻	11	75 ⁻	\$ 825 ⁻	\$ 3075 ⁻
30	185 ⁻	\$ 5550 ⁻	11	185 ⁻	\$ 2035 ⁻	\$ 7585 ⁻
30	25 ⁻	\$ 750 ⁻	11	25 ⁻	\$ 215 ⁻	\$ 1025 ⁻
30	192.50 ⁻	\$ 5175 ⁻	11	192.50 ⁻	\$ 2117.50 ⁻	\$ 7892.50 ⁻
30	10 ⁻	\$ 300 ⁻	11	10 ⁻	\$ 110 ⁻	\$ 410 ⁻
30	15 ⁻	\$ 450 ⁻	11	15 ⁻	\$ 165 ⁻	\$ 615 ⁻
30	15 ⁻	\$ 450 ⁻	11	15 ⁻	\$ 165 ⁻	\$ 615 ⁻

Low above - Nov 2024

16th Ave (E)

30 15 - \$450 -

11 15 - \$165 - \$615 -

15th Ave (E)

30 15 - \$450 -

11 15 - \$165 - \$615 -

14th Ave (E)

30 15 - \$450 -

11 15 - \$165 - \$615 -

Intracoastal Seawall
(1st Avenue - 12th Avenue)

30 110 - \$3300 -

11 110 - \$1210 - \$4510 -

Dog Beach (1st Avenue E)

30 55 - \$1650 -

11 55 - \$605 - \$2255 -

TOTAL ANNUAL CONTRACT PRICING

\$173,840.00

For November 1st-March 31st, this will be on an alternating schedule. District 3 maintenance one week and District 4 Maintenance the next.

MISCELLANEOUS (per hour cost)
Emergency Services

\$150 -

Fertilizer Application

\$250 - includes fertilizer

Sod Removal and Installation

\$125 -

Tree Trimming

\$150 -

Bland Pass Right of Way

\$100 -

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

James R. Ethridge

GV31047-1

GV31047

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



GV31047-1

Certificate #
GV31047

Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

James R. Ethridge

has successfully met all requirements necessary to be fully trained through
the Green Industries Best Management Practices Program developed by the
Florida Department of Environmental Protection with the University of
Florida Institute of Food and Agricultural Sciences.

Issuer

D. Rainey

Instructor

5/20/2014

Date of Class

DEX Program Administrator

Not valid without seal

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26554

ETHRIDGE, JAMES ROBERT
14755 MOCKINGBIRD LANE W
CLEARWATER, FL 33760

Categories
6, 3

Issued: February 26, 2024

Expires: February 29, 2028


Signature of Licensee


WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



This Certifies that
JAMES ETHRIDGE

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 11/19/2025 Certificate # 78948
Instructor: Michael Hernandez FDOT Provider # 248

myTTOnline
Phone: 407-901-0206
83 Geneva Dr. Ste. 621394
Oviedo, FL 32762
myttconline.com
support@myttconline.com

my online

Certificate of Completion

JAMES ETHRIDGE

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

11/19/2025

249

Michael Hernandez

78948

Date Expires

FDOT Provider #

Instructor

Certificate #

my online

myTTCOnline
83 Geneva Dr. Ste. 621394
Oviedo, FL 32762
myttconline.com
support@myttconline.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

EXHIBIT "C"

(Place RFB behind this page)

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

James R. Ethridge

GV31047-1

GV31047

Certificate #

Trainee ID #

**GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM**



GV31047-1

Certificate #
GV31047

Trainee ID #

UF IFAS
UNIVERSITY of FLORIDA

**Certificate of Training
Best Management Practices
Florida Green Industries**

The undersigned hereby acknowledges that

James R. Ethridge

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

D. Rainey

Instructor

5/20/2014

Date of Class

DEF Program Administrator

Not valid without seal

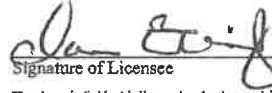
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26554

ETHRIDGE, JAMES ROBERT
14755 MOCKINGBIRD LANE W
CLEARWATER, FL 33760

Categories
6, 3

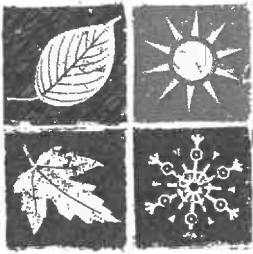
Issued: February 26, 2024

Expires: February 29, 2028


Signature of Licensee


WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



FOUR SEASONS MOWING & MORE, LLC.

Phone: 727.641.7396

Email: fourseasons mowing@gmail.com

14755 Mockingbird Lane West, Clearwater, FL. 33760

BACKGROUND / HISTORY

REFERENCES:

Greg Wright
Assistant Park Superintendent
City of Largo
727-893-7040 Ext 5203
gwright@largo.com

Daniel Cloutier
St Petersburg Fire Rescue
Facilities Maintenance Supervisor
City of St Petersburg, FL 33701
Office 727-893-7679 / Cell 727-385-6027
Daniel.Cloutier@stpete.org

Doug Henderson
Facilities Project Coordinator, Police Department
City of St. Petersburg, FL 33701
Office 727-893-7040 / Cell 727-503-6041
Douglas.Henderson@stpete.org



FOUR SEASONS MOWING & MORE, LLC.

Phone: 727.641.7396

Email: fourseasonsmowing@gmail.com

14755 Mockingbird Lane West, Clearwater, Fl. 33760

BACKGROUND / HISTORY

Four Seasons Mowing and More LLC (FSMM) was established in 2013. We are a woman owned and veteran operated grounds maintenance business.

The four primary principles of FSMM are:

- Sustain a standard of service above our customer expectations on the first day to the last day.
- Provide Fair and competitive pricing that enables us to take care of our employees and grow in support capability.
- Forge a reliable and strong two-way communication pathway with our clients allowing clarity, trust and bringing quick resolve to all matters.
- Operate in Six Sigma (Kaizan) principles allowing for continuous improvement and growth.

Four Seasons Owner Kimberly comes from a strong financial and business coordinating background. Serving in such roles as Office Manager and Finance Manager for law firms, such as Raymond James and Tucker & Luden and international companies. Kim's experience contributes greatly to sharp record keeping/ purchasing/ Insurances and invoicing matters. Four Seasons Manager James comes from a military background of 23 years of service as both enlisted and as a commissioned Officer working leadership and logistical challenges within 3 war zones. Lessons learned culminated into a sharper skill set, strong leadership and an innate ability to see opportunity in any difficulty for quick resolve.

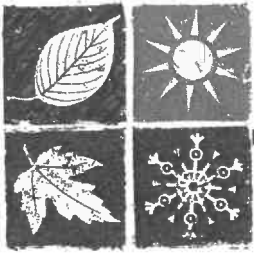
Four Seasons' work history includes:

(2013-Current) 28-56 RESIDENTIAL PROPERTIES Building off word of mouth advertisement only residential properties reached 56. To include property management companies. Since deciding to migrate to the commercial side of grounds maintenance FSMM has reduced residential numbers significantly. But maintain 15-20 whom have become family to us.

(2017-Current) CITY OF ST. PETE BEACH, FL. Covering two city districts including parks, alleyways, medians and bridges. For the City of St. Pete Beach you may find we are always easy to reach, work fluidly with the Parks and Rec Team and the PW personnel to assist as needed.

(2019-Current) CITY OF LARGO, FL. Conducting many various grounds maintenance projects from land clearing to planting and spraying. FSMM has provides support to the City of Largo and continues today. It's not us providing support that is the focus. It is us grateful we have the talent and opportunity to do so. (Reference)

(2019-Current) CITY OF SAINT PETERSBURG, FL. Currently over see the property maintenance for (14) fire stations within the city of St. Petersburg. Multiple warehouse/ police training facilities and the Police Headquarters. The city calls on us periodically to assist with grounds clean up elsewhere when needed. Services provided include grounds maintenance , tree trimming, herbicide spraying, planting and clearing. (Reference)



FOUR SEASONS MOWING & MORE, LLC.

Phone: 727.641.7396

Email: fourseasonsmowing@gmail.com

14755 Mockingbird Lane West, Clearwater, FL. 33760

BACKGROUND / HISTORY

- Four Seasons Mowing and More LLC does not currently have or has had any claims or disputes placed against our company to include any litigation since established in 2013.
- Four Seasons Mowing & More LLC statement of assurance that the firm is not presently in violation of any statutes or regulatory rules that might impact our company's operations.
- Four Seasons' ability to bond is clear if needed. There are no existing or previous claims against previous bonds.



FOUR SEASONS MOWING & MORE, LLC.

Phone: 727.641.7396

Email: fourseasonsmowing@gmail.com

14755 Mockingbird Lane West, Clearwater, Fl. 33760

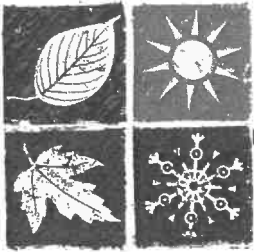
BACKGROUND / HISTORY

REFERENCES:

Greg Wright
Assistant Park Superintendent
City of Largo
727-893-7040 Ext 5203
gwright@largo.com

Daniel Cloutier
St Petersburg Fire Rescue
Facilities Maintenance Supervisor
City of St Petersburg, FL 33701
Office 727-893-7679 / Cell 727-385-6027
Daniel.Cloutier@stpete.org

Doug Henderson
Facilities Project Coordinator, Police Department
City of St. Petersburg, FL 33701
Office 727-893-7040 / Cell 727-503-6041
Douglas.Henderson@stpete.org



FOUR SEASONS MOWING & MORE, LLC.

Phone: 727.641.7396

Email: fourseasonsmowing@gmail.com

14755 Mockingbird Lane West, Clearwater, FL. 33760

BACKGROUND / HISTORY

Four Seasons Mowing and More LLC (FSMM) was established in 2013. We are a woman owned and veteran operated grounds maintenance business.

The four primary principles of FSMM are:

- Sustain a standard of service above our customer expectations on the first day to the last day.
- Provide Fair and competitive pricing that enables us to take care of our employees and grow in support capability.
- Forge a reliable and strong two-way communication pathway with our clients allowing clarity, trust and bringing quick resolve to all matters.
- Operate in Six Sigma (Kaizan) principles allowing for continuous improvement and growth.

Four Seasons Owner Kimberly comes from a strong financial and business coordinating background. Serving in such roles as Office Manager and Finance Manager for law firms, such as Raymond James and Tucker & Luden and international companies. Kim's experience contributes greatly to sharp record keeping/ purchasing/ Insurances and invoicing matters. Four Seasons Manager James comes from a military background of 23 years of service as both enlisted and as a commissioned Officer working leadership and logistical challenges within 3 war zones. Lessons learned culminated into a sharper skill set, strong leadership and an innate ability to see opportunity in any difficulty for quick resolve.

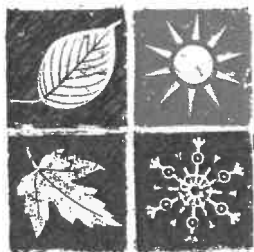
Four Seasons' work history includes:

(2013-Current) 28-56 RESIDENTIAL PROPERTIES Building off word of mouth advertisement only residential properties reached 56. To include property management companies. Since deciding to migrate to the commercial side of grounds maintenance FSMM has reduced residential numbers significantly. But maintain 15-20 whom have become family to us.

(2017-Current) CITY OF ST. PETE BEACH, FL. Covering two city districts including parks, alleyways, medians and bridges. For the City of St. Pete Beach you may find we are always easy to reach, work fluidly with the Parks and Rec Team and the PW personnel to assist as needed.

(2019-Current) CITY OF LARGO, FL. Conducting many various grounds maintenance projects from land clearing to planting and spraying. FSMM has provides support to the City of Largo and continues today. It's not us providing support that is the focus. It is us grateful we have the talent and opportunity to do so. (Reference)

(2019-Current) CITY OF SAINT PETERSBURG, FL. Currently over see the property maintenance for (14) fire stations within the city of St. Petersburg. Multiple warehouse/ police training facilities and the Police Headquarters. The city calls on us periodically to assist with grounds clean up elsewhere when needed. Services provided include grounds maintenance , tree trimming, herbicide spraying, planting and clearing. (Reference)



FOUR SEASONS MOWING & MORE, LLC.

Phone: 727.641.7396

Email: fourseasonsadowing@gmail.com

14755 Mockingbird Lane West, Clearwater, Fl. 33760

BACKGROUND / HISTORY

- Four Seasons Mowing and More LLC does not currently have or has had any claims or disputes placed against our company to include any litigation since established in 2013.
- Four Seasons Mowing & More LLC statement of assurance that the firm is not presently in violation of any statutes or regulatory rules that might impact our company's operations.
- Four Seasons' ability to bond is clear if needed. There are no existing or previous claims against previous bonds.



This Certifies that
JAMES ETHRIDGE

**Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.**

Date Expires: 11/19/2025

Certificate # 78948

Instructor: Michael Hernandez **FDOT Provider #** 249

myTTOnline
Phone: 407-901-0206
83 Geneva Dr. Ste. 621394
Oviedo, FL 32762
myttconline.com
support@myttconline.com

myTTOnline

Certificate of Completion

JAMES ETHRIDGE

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

11/19/2025

Date Expires

249

FDOT Provider #

Michael Hernandez

Instructor

myTTOnline

myTTOnline
83 Geneva Dr. Ste. 621394
Oviedo, FL 32762
myttconline.com
support@myttconline.com



For more information
Contact the Traffic Control (TTC) Office

www.fdot.com

-----Original Message-----

From: Mandy Edmunds <aedmunds@stpeteach.org>
Sent: Thursday, April 11, 2024 9:34 AM
To: John Taylor <jtaylor@stpeteach.org>
Subject: FW: FSMM Clarification

John - FYI

-----Original Message-----

From: James Kim Ethridge <fourseasonsmowing@gmail.com>
Sent: Thursday, April 11, 2024 9:32 AM
To: Mandy Edmunds <aedmunds@stpeteach.org>
Subject: FSMM Clarification

CAUTION: This message has originated from Outside of the Organization. Do Not Click on links or open attachments unless you are expecting the correspondence from t

Mandy,

Good morning,

On our bid we inadvertently placed our bid on an old RFB. We confirm that the pricing submitted is for the 2024 Landscape RFB. We understand that this is a 3 year con

Thank you and please let us know if there are any question's or concerns.

James Ethridge
FSMM
Sent from my iPhone

John Taylor

From: Mandy Edmunds
Sent: Monday, July 22, 2024 10:09 AM
To: John Taylor
Subject: FW: FSMM Clarification

-----Original Message-----

From: John Taylor <jtaylor@stpeteach.org>
Sent: Thursday, April 11, 2024 9:49 AM
To: Mandy Edmunds <aedmunds@stpeteach.org>
Subject: RE: FSMM Clarification

Thank you!

Thank you.

John K. Taylor
Procurement Manager
Finance Department | City of St. Pete Beach

727-363-9279

jtaylor@stpeteach.org

www.stpeteach.org

155 Corey Avenue, St. Pete Beach FL 33706

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request: I move to approve the Pass-A-Grille seawall rehabilitation Change Order 4 in the amount of \$13,600.00 for Tampa Bay Marine and authorize the City Manager to execute the Change Order.

Strategic Objective: Resiliency

Date: August 27, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Frances Robustelli, City Manager

Summary of Issue: During the construction phase of the Pass-A-Grille seawall rehabilitation Phase I (Pass-A-Grille Way 3rd Ave to 12th Ave and 17th Ave), it was uncovered that we had two locations with large voids that presented a public safety issue.

1: Merry Pier Pedestrian Platform

A failure took place of the pedestrian platform in June 2024. The top pavers shifted, lifting in some areas and sinking in others and a legacy fuel tank access pipe that was flush with the surface sank 6". It was determined that we needed to close the pedestrian platform from public access. This required us to relocate the temporary business access from the pedestrian platform to the north side of Merry Pier, build additional decking, and install a temporary ADA access ramp. No repairs have been executed; the City is working on a structural assessment for the next steps related to the platform failure.

2: 7th Ave Pier ramp

The ADA ramp to the 7th Ave Pier was found to have a large void that extended approximately 8' long and 18" deep. The ramp itself was effectively hollow. The concrete work being done on the attached seawall was scheduled and we had a brief window where we could repair the void as part of the existing work for only the cost of the concrete and framing. The alternative would have closed the pier and required significantly more

work, and mobilization fees if delayed.

On August 22, 2023, the City Commission authorized the award for the construction of the Pass-a-Grille Seawall Rehabilitation and 17th Avenue Seawall to Tampa Bay Marine Inc. in the amount of \$2.8 million. The \$2.8 million purchase order included a contingency amount of \$100,509. The Change Order 4 request is within the remaining balance of the encumbered contingency.

Funding:

The change order for an increase to the project is funded in 301-0020 Seawall Rehabilitation Program (Purchase Order PO #P004333)

Attachments:

1. SM-004-01 TBM CO4
2. EMG Memo TBM CO4



CHANGE ORDER NO. 04

PROJECT IDENTIFICATION:
SM-004-01

Project Name: PAG Seawall Rehabilitation Phase I (3rd Ave to 12th Ave and 17th Ave)

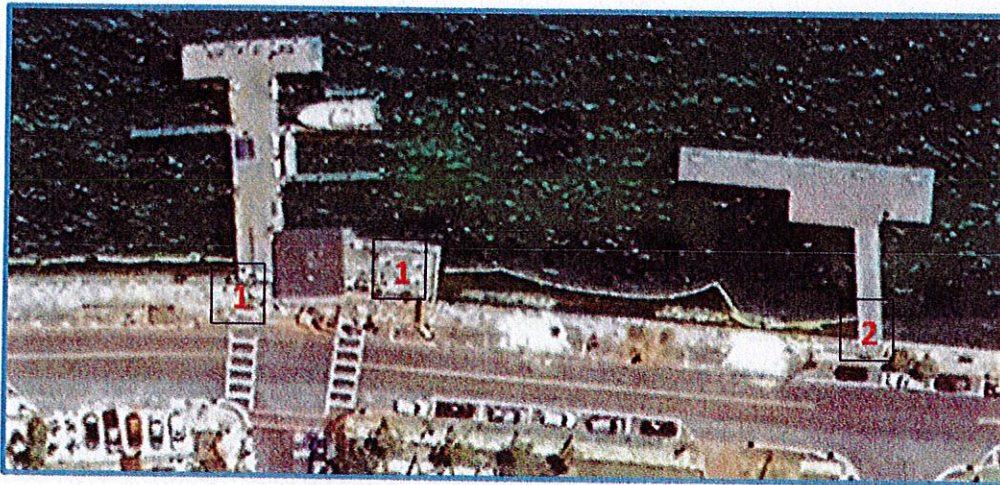
Scope: Replace the identified sections of the Pass-a-Grille seawall in the EOR stamped design package. Change Order 4 includes relocation of the public access temporary ramp from the Merry Pier platform on the south to the north side of the building and add flowable fill in a void found under the 7th Ave Pier ADA ramp.

CONTRACTOR: Tampa Bay Marine

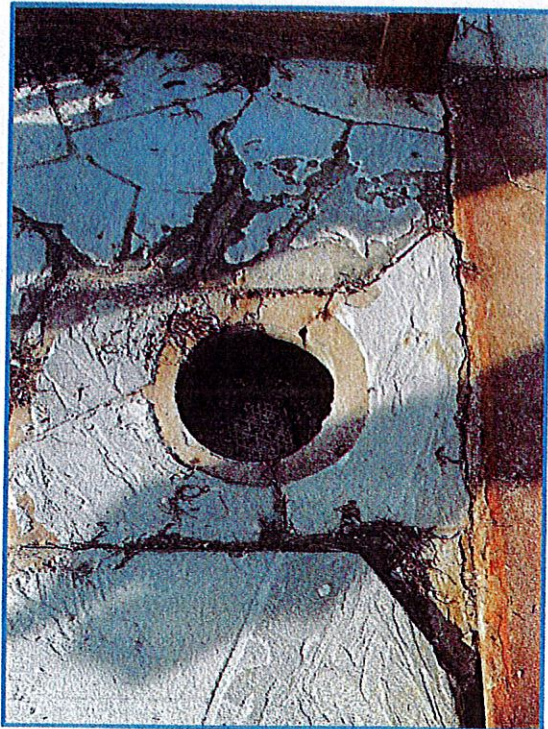
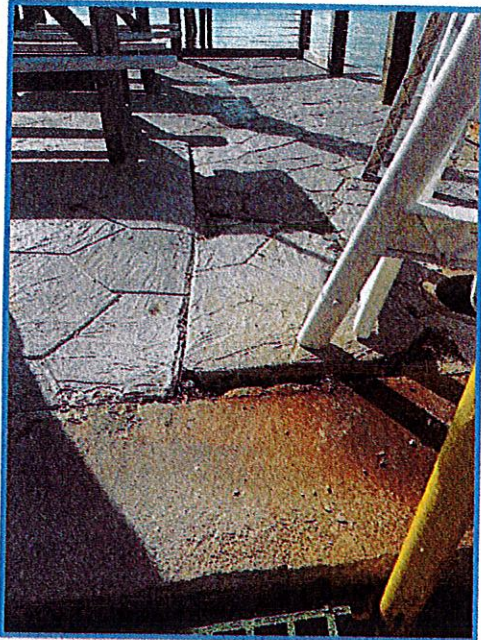
CONTRACT: City of St. Pete Beach, Florida Services Agreement "Pass-A-Grille Seawall Rehabilitation and 17th Ave Seawall" executed on 9-7-23 in the amount of \$2,699,491.00.

The contract has changed as follows:

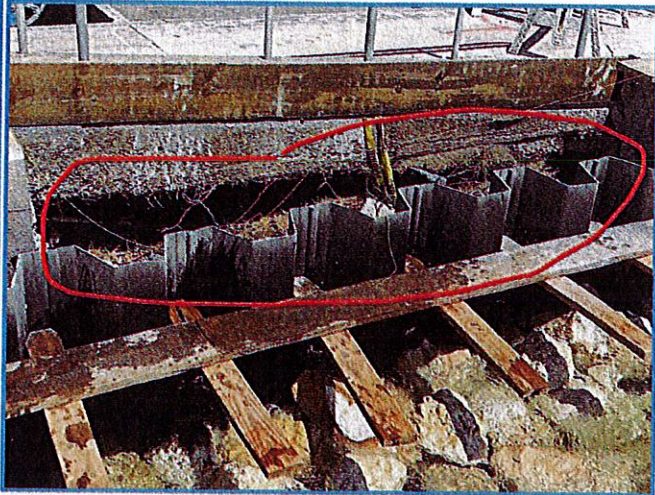
Work Area



1. On 6-13-24 Public Works requested that the pedestrian access ramp for Merry Pier be moved due to a failure at the platform where the temporary access was set up. The access ramp was on the south side of Merry Pier and was relocated to the north side where the steps had been removed. The failure that was found at the platform was due to a large void under the slab creating a life and safety concern. The ramp was relocated on 6-14-24 as requested.



2. Public Works submitted an emergency response to fill a void under the ramp area at 7th Ave Pier, and extend the new cap to the ramp with non-excavatable flow fill due to a large void being exposed in the process of removal of the existing cap. The change was approved by the Director of Public Works at the time of discovery.



Total Change Order Amount	\$ 13,600.00
Contract Sum with prior approved Change Orders was:	\$ 2,736,499.00
Total Change Order Balance	\$ 13,600.00
Contract Total after this Change Order	<u>\$ 2,750,099.00</u>

The Contract Time will be changed as follows: + 0 Weeks

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above, which is the subject of this Change Order.

CHANGE ORDER NO. 04

OWNER/CITY:

CONTRACTOR:

By: _____

By: Tampa Bay Marine Inc.

Name: _____

Name:  Kal Anglewicz

Title: City Manager, St. Pete Beach

Title: Project Manager

Date: _____

Date: 7-22-2024



DATE: 6-14-24
TO: Finance
FROM: Public Works
RE: Emergency Memo – Public Health & Safety

On Thursday June 13th, 2024, the Public Works Project Manager was contacted by Tampa Bay Marine, the construction vendor under contract with the City for the PAG Seawall replacement. In the process of framing the seawall for the new cap to be poured they discovered two dangerous situations with the structural integrity of the public access areas for both the 7th Ave Fishing Pier and Merry Pier.

At the 7th Ave Pier, the access ramp up to the pier was found to have a void under the ramp extending the entire length of the ramp and appx. 18" deep. This situation was deemed a Health and Human Safety risk and deemed an emergency by the Director of Public Works, Mike Clarke.

By allowing Tampa Bay Marine to do the repair work as part of the seawall framing and concrete installation the city saved mobilization and demolition fees. Once the new seawall is in place repair would require demolition and replacement instead of the framing and reinforcement that was possible at the time of the seawall work.

At Merry Pier the public access platform on the south side of the pier experienced significant shifting with some of the top pavers lifting and others sinking as well as a retired access pipe that was flush with the surface sinking 6" below leaving a large hole. Public Works staff brought the push camera to the site to investigate what was below the surface. It was found that there was a large void that extended east approximately 8' and north 8'. There is no reason to believe there are no additional voids forming beyond that point, but we could not get the camera any further. It was determined by the Director of Public Works, Mike Clarke, that the platform needed to be closed to the public as a Health and Human Safety issue. Repairs cannot be executed in an expedited fashion until the city can get a structural assessment and recommendations for repairs. The city has requested Stantec to execute that assessment.

At that time the only access to Merry Pier for (4) St. Pete Beach Business tenants of Merry Pier was over the compromised platform. To avoid closing all four businesses for an extended period while the repairs can be executed and causing extreme financial impact it was determined that a temporary access point would be constructed on the north side of Merry Pier where it was currently closed and under construction.

Emergency services came to **\$13,600.00** and included:

7th Ave Pier Ramp

- Framing of Concrete injection for the 7th Ave
- Concrete injection for the 7th Ave
- Extension of the seawall CAP at the ramp

Merry Pier

- Installation of temporary support pilons
- Installation of temporary decking and platform
- Installation of temporary ADA compliant ramp
- Installation of a mounted handrail

Nicole L. Kurant, Engineer Public Works

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request: I move to approve the Pass-A-Grille seawall rehabilitation Change Order 5 in the amount of \$43,395.25 for Tampa Bay Marine and authorize the City Manager to execute the Change Order.

Strategic Objective: Resiliency

Date: August 27, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Frances Robustelli, City Manager

Summary of Issue: During the construction phase of the Pass-A-Grille seawall rehabilitation Phase I, it was uncovered that the Merry Pier Public Access ADA ramp to the Pier had lost its structural integrity and had large voids within the ramp that extended out beyond the platform. It was determined that the ramp could not be reopened without repair or replacement as it represents a public safety risk.

Stantec, the Engineer of Record (EOR), reviewed the structural integrity of the ramp and assessed that the City could move forward with a repair that included filling the voids and replacing the railing that would bring the ramp up to compliance for ADA access, and result in sufficient structural integrity for the ramp.

On August 22, 2023, the City Commission authorized the award for the construction of the Pass-a-Grille Seawall Rehabilitation and 17th Avenue Seawall to Tampa Bay Marine Inc. in the amount of \$2.8 million. The \$2.8 million purchase order included a contingency amount of \$100,509. The Change Order 5 request is within the remaining balance of the encumbered contingency.

Funding: 301-0020 Seawall Rehabilitation Program
(Purchase Order PO #P004333)

Attachments:

1. SM-004-01 TBM CO5
2. EMG Memo TBM CO5
3. RFI-11 - St Pete Merry Pier New Steps - Response



CHANGE ORDER NO. 05

PROJECT IDENTIFICATION:

SM-004-01

Project Name: PAG Seawall Rehabilitation Phase I (3rd Ave to 12th Ave and 17th Ave)

Scope: Replace the identified sections of the Pass-a-Grille seawall in the EOR stamped design package. Change Order 5 includes adding flowable fill to fill voids under the Merry Pier ADA ramp and upgrading the ramp to be ADA compliant.

CONTRACTOR: Tampa Bay Marine

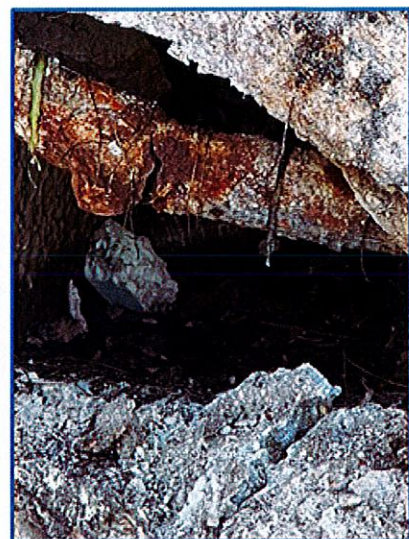
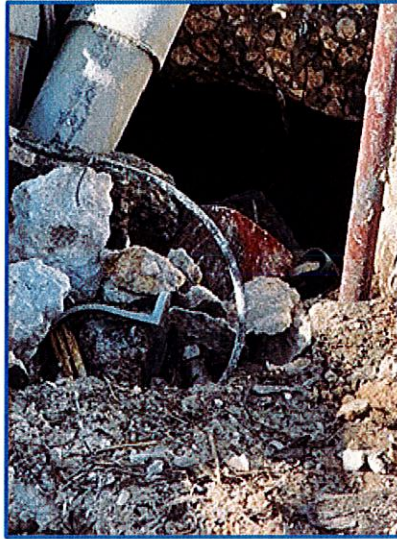
CONTRACT: City of St. Pete Beach, Florida Services Agreement "Pass-A-Grille Seawall Rehabilitation and 17th Ave Seawall" executed on 9-7-23 in the amount of \$2,699,491.00.

The Contract is changed as follows:

Work Area



1. The ADA access ramp on the north side of Merry Pier was found to have large voids under the ramp and sidewalk areas around the ramp. Public Works engaged the Engineer or Record (EOR) from Stantec Engineering to evaluate the situation and determine the appropriate repairs or replacement path forward. The EOR replied to the issued RFI with a recommendation that we fill the voids with non-excavatable flowable fill, replace the railing to include the three rails and extend out 18" behind the flat platform of the ramp as required by ADA regulations.



Total Change Order Amount
Contract Sum with prior approved Change Orders was:

\$ 43,395.25
\$ 2,750,099.00

Total Change Order Balance

\$ 43,395.25

Contract Total after this Change Order

\$ 2,793,494.25

The Contract Time will be changed as follows:

+ 0 Weeks

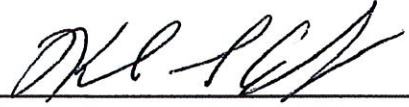
Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above, which is the subject of this Change Order.

CHANGE ORDER NO. 05

OWNER/CITY:

CONTRACTOR:

By: _____

By: 

Name: Frances Robustelli

Name: Kal Anglewicz, Tampa Bay Marine

Title: City Manager, St. Pete Beach

Title: Project Manager

Date: _____

Date: 7-22-2024

Merry Pier Change Order #5	QTY	Description	COST
Form/ Pouring Handicap Return & Landing	1 LS	wall /reinforcement /concrete	\$5,485.00
Filling void under existing Ramp	1 LS	10 cy +/- of flow fill needed to fill void	\$2,676.10
Demo of existing Paver	111 SY	Demo/ Palletizing of Paver	\$4,300.14
Forming of New Staircase	1 LS	12' L X 7' R X 21" T Form/ Reinforcement/ Concrete	\$5,795.00
New hand rail for Ramp/ Stair case	1 LS	Material and Installation to meet ADA	\$14,655.00
Grading for new Sidewalk	1 LS	Grading area and adjusting boxes to grade	\$3,250.00
Pouring of New Sidewalk	111 SY	100' Lf X 10' w / Reinforcement/ Concrete/ Stamped	\$5,984.01
New Truncated Dome	2 EA	At 2 location / Cross walks	\$750.00
Miscellaneous material	1 LS	Expansion Material / Lumber for deck /Composte	\$500.00
		material to tie Mery Pier to new Handicap landing	
			\$43,395.25



DATE: 7-15-24
TO: Finance
FROM: Public Works
RE: Emergency Memo – Public Health & Safety

On April 18, 2024, Tampa Bay Marine submitted a Request for Information (RFI) related to the Merry Pier ADA access ramp. It was found during the construction of the seawall along Pass-a-Grille Way that the ADA access ramp to the Pier had a large void under the ramp that extended out beyond the landing. Public Works engaged the Engineer of Record (EOR), Stantec, to evaluate the condition of the structure and provide the recommendations for repair or replacement. The area was closed for the seawall construction and was determined that it would remain closed until repaired or replaced as it represented a Public Health and Safety risk. Merry Pier has three separate businesses operating from the city leased facility, the ramp and steps in front of the building are the public access.

Stantec's EOR review provided directions that the ramp could be repaired and brought up to ADA compliance without a full demolition and reconstruction. The authorized repair work would involve filling the void with flowable fill, repairing the sidewalks in front and around the ramp, and replacing the ramp railing with an ADA compliant railing that extends 18" beyond the bottom of the ramp.

Emergent services came to \$43,395.25 and included:

Merry Pier

- Form/Pouring Handicap Return and Landing
- Filling void under existing ramp
- Demo of existing pavers
- Forming of New Staircase
- New handrail for Ramp/Staircase
- Grading for new Sidewalk
- Pouring of New Sidewalk
- New Truncated Dome
- Miscellaneous Construction Materials

Nicole L. Kurant, Engineer Public Work



March 20, 2024

RFI: Merry Pier New Steps

St. Pete Beach Pass a Grill Way Seawall Project
Attention: Ananda Bergeron

Dear Ananda:

As we discussed at our site meeting yesterday, we will be removing the existing concrete steps giving access to Merry Pier. Below, please find the Means and Methods for this job.

1. Removal of current steps as we remove the sidewalk area around it.
2. When installing the New Seawall Cap, we will be placing 5# rebar from the New Cap to the New steps to support the new Steps. These will be placed every one foot along the New Cap at a height of approximately 12" below the top of the New Cap.
3. We will use the same concrete that was planned for the new sidewalk.
4. See attached drawing for dimension details.
5. We will be temporarily installing a ramp at the south end of Merry Pier for access to Merry Pier. There will be a need for people to walk through the shop on Merry Pier to access the end of the pier.
6. This will be removed after the new Steps and Sidewalk are installed.
7. Pricing to follow.

Respond:

The proposed methods provided above are acceptable. The removal and replacement of the sidewalk, and the temporary access ramps for the pier will be at no additional cost to the city as they were already included in the plans.

Answered By: Thomas Howell

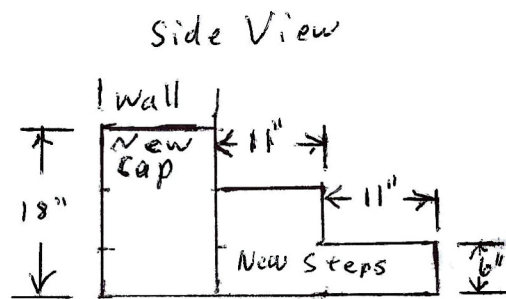
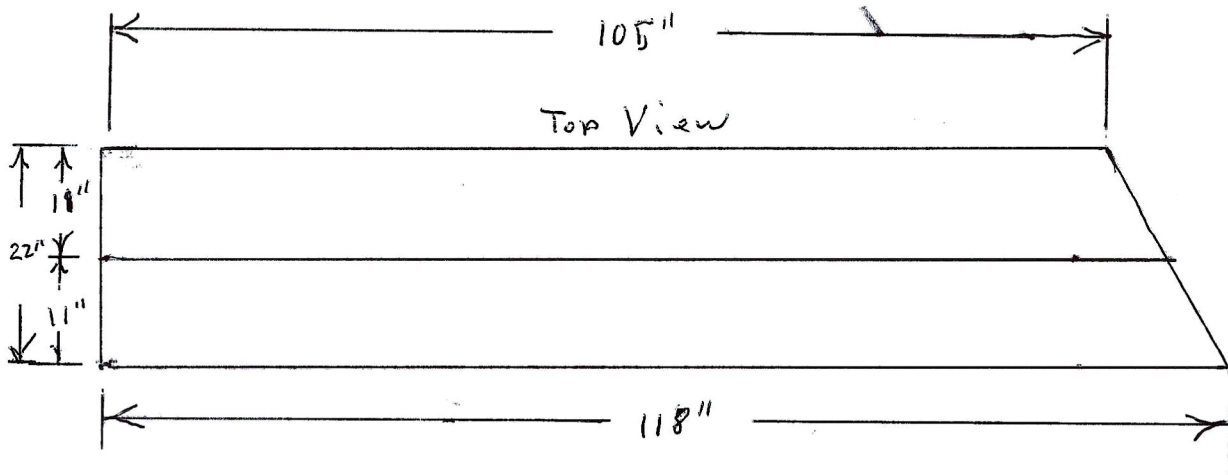
Company: Stantec

Date: 4/02/2024

Kal Anglewicz

Email: kanglewicz@tampabaymarineinc.com Phone: 847-417-9312

New Steps for Merry Pier



1. Step Length 11"
2. Risers 6"

1. Remove old concrete steps while removal of sidewalk,
2. When installing New Cap, install 5[#] rebar extending into the location of the new steps, place one even foot,
3. Use the same concrete mix as used for new side walks,

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request: Motion to approve the board appointment(s) as discussed.

Strategic Objective: NA

Date: August 27, 2024

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: After each election, board appointments are reviewed and decided among the elected officials. The current representatives and organizations are as follows:

- BIG-C: Mayor Petrila, Primary and Vacancy, Alternate
- FLC: Vacancy, Primary and Commissioner Rzewnicki, Alternate
- MCPC: Mayor Petrila, Primary and Vacancy, Alternate
- PCFIC: Commissioner Rzewnicki, Primary and Commissioner Filtz, Alternate
- SLC: Commissioner Marriott, Primary and Commissioner Rzewnicki, Alternate
- TBRPC: Commissioner Filtz, Primary and Commissioner Marriott, Alternate

Funding: NA

Attachments: 1. OutsideOrganizations_01232024

OUTSIDE ORGANIZATIONS January 23, 2024						
	Big C	FLC	MCPC	PCFIC	SLC	TBRPC
2024						
Representative	Petrila, A.	Lorenzen, R	Petrila, A.	Rzewnicki, B	Marriott, K	Filtz, N
Alternate	Lorenzen, R	Rzewnicki, B	Lorenzen, R	Filtz, N	Rzewnicki, B	Marriott, K
						1/24/2024

Big C Barrier Islands Government Council
 FLC Florida League of Cities
 MCPC Mayors Council of Pinellas County
 PCFIC Pinellas County Flood Insurance Committee
 SLC Suncoast League of Cities
 TBRPC Tampa Bay Regional Planning Council

Meetings: Last Wednesday of the month at 9:00 a.m.
 Meetings: Year round
 Meetings: First Wednesday of the month at 12:00 p.m.
 Meetings: As needed
 Meetings: Monthly business meetings
 Meetings: Monthly, subject to change as needed
Meeting locations vary

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request: No action required.

Strategic Objective: NA

Date: August 27, 2024

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: In accordance with Section 22 of the City's Code of Ordinances, members of the advisory boards shall be appointed by the Commission; this is done at the first meeting after a City election.

The boards and committees are as follows:

- Beach Stewardship Committee
- Board of Adjustment
- Finance and Budget Review Committee
- Historic Preservation Board
- Library Advisory Committee
- Parks and Recreation Advisory Committee
- Planning Board

Funding: NA

Attachments: 1. All Board Rosters

BEACH STEWARDSHIP COMMITTEE

CREATED: City Code, Article XI - Section 22-301 through 22-309

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Quarterly on the third Wednesday of the month

TIME: 9:00 A.M.

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

JON STEVENS
Appointed 2/2024
Mayor Petrila
Term Expires 3/26

113 Cabrillo Ave. #317 847-962-8165
jon@stevensfamily.net

BRAD PANEK
Appointed 1/24
Dist. 1 Comm. Marriott
Term Expires 3/26

507 7th Avenue 727 272-9633
info@moverealtyfl.com

JOHN KURZMAN
Reappointed 1/24
Dist. 2 Commissioner Filtz
Term Expires 8/24

5810 Bahia Honda Way S. 973 525-9292 Cell
Vice Chair 2023-24
johnkurzman@gmail.com

MICHAEL WELCH
Reappointed 3/24
Dist. 3 Commissioner
Rzewnicki
Term Expires 3/26

3410 East Debazan Avenue 542-2450 Cell
mfw517@yahoo.com

DAN ROTHENBERGER
Reappointed 1/24
Dist. 4 Commissioner
Lorenzen
Term Expires 8/24

423 Hermosita Dr. 813-505-6255 Cell
Chair 2023-24
dan@workingtides.com

BOARD OF ADJUSTMENT

CREATED: City Code, Article II - Section 22-31 through 22 - 40

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Last Wednesday of each month

TIME: 2:00 P.M.

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, FL

JOE MOHOLLAND

Appointed 1/24

Mayor Petrila

Term Expires 3/26

199 21st Ave.

703 856-0579

mohollandba@gmail.com

DENISE CHASE

Re-appointed 3/24

Dist. 1 Commissioner Marriott

Term Expires 3/26

285 46th Avenue

Vice Chair 2024-25

344-9383 (Cell)

denise.e.chase@gmail.com

MICHAEL BOMAR

Re-appointed 1/24

Dist. 2 Commissioner Filtz

Term Expires 8/24

6440 4TH Palm Point

Chair 2024-25

727 639-2073

mbomar01@aol.com

KATHY GARCHOW

Appointed 4/24

Dist. 3 Comm. Rzewnicki

Term Expires 3/26

3607 Casablanca Ave.

727 238-7174

Kgarchow1@gmail.com

DAN SMALL

Re-Appointed 1/24

Dist. 4 Commissioner Lorenzen

Term Expires 8/24

281 S. Isle Drive

727 515-3061

dansmall281@gmail.com

Updated: 4/08/2024

FINANCE & BUDGET REVIEW COMMITTEE

CREATED: City Code, Article III - Section 22-26 through 22-74

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Determined by City Manager or Administrative Services Director

TIME: Established by Board Members

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

COL. MIKE GREIGER 413 Hermosita Dr. 727 418-2663
Appointed 1/24
Mayor Petrila
Term Expires 3/26 Glasst53@yahoo.com

TIM POLANOWSKI 386 Belle Point Dr. 410-790-2271
Appointed 4/24
Dist. 1 Commissioner Marriott
Term Expires 3/26 timpolanowski@gmail.com

JOHN SAMORAJCZYK 5414 Leilani Dr. 367-2166 Home
Re-appointed 3/24 480-3810 Cell
Dist. 2 Commissioner Filtz
Term Expires 8/24 jsamo@prodigy.net

JOANNE MELODAYO 4151 Belle Vista Dr. 360-2627 Home
Re-appointed 3/24 **Chair 2023-24** 686-5815 Cell
Dist. 3 Commissioner Rzewnicki
Term Expires 3/26 jomellow@aol.com

VACANT
Appointed
Dist. 4 Commissioner Lorenzen
Term Expires

HISTORIC PRESERVATION BOARD

CREATED: City Code, Article VII - Section 22-206 through 22-213

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Monthly on the first Thursday

TIME: 2:30 p.m.

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

WILLIAM LOUGHERY

Re-appointed 3/23
Mayor Petrila
Term Expires 3/26

2405 Pass-A-Grille Way

Chair 2024-25

460-7541 (Cell)
360-0342 (Home)

wloughery@gmail.com

SEAN HURLEY

Re-appointed 3/24
Dist. 1 Commissioner Marriott
Term Expires 3/26

2506 Pass-A-Grille Way

365-2107

sean@hurley-associates.com

HOLLY YOUNG

Reappointed 1/24
Dist. 2 Commissioner Filtz
Term Expires 8/24

P.O. Box 66186
St. Pete Beach, FL 33736

417-7118

hollyyounghomes@gmail.com

TIA HOCKENSMITH

Re-appointed 3/24
Dist. 3 Commissioner Rzewnicki
Term Expires 3/26

3980 Belle Vista Drive
St. Pete Beach, FL 33706

422-6127 (Home)
440-9600 (Work)

Vice Chair 2024-25

thockensmith@smithandassociates.com

DANIELLE DASHIELL

Reappointed 1/24
Dist. 4 Commissioner Lorenzen
Term Expires 8/24

2373 W. Vina del Mar Blvd.
415-8737 (Cell)

dmicklitsch@gmail.com

Updated: 05/09/24

LIBRARY ADVISORY COMMITTEE

CREATED: City Code Article V, Section 22-136 through 22-144

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Determined by Library Administrator or Administrative Services Director

TIME: 2:00 p.m.

PLACE: Commission Chambers at City Hall,
155 Corey Avenue, St. Pete Beach, FL

JEANETTE PERKINS

Appointed 2/24

Mayor Petrila

Term Expires 3/26

445 64th Avenue

727-742-4327

jeanette.perkins1@gmail.com

LINDA BORGIA

Re-appointed 3/24

Dist. 1 Commissioner

Marriott

Term Expires 3/26

7100 Sunset Way #PH8

727-501-4231

lb4173@gmail.com

JUDY COHAN

Re-appointed 1/24

Dist. 2 Commissioner Filtz

Term Expires 8/24

6600 Sunset Way, #216

367-4407

Chair 2023-24

afc529@yahoo.com

judy.cohan@verizon.net

WENDY HOLMES

Re-appointed 3/24

Dist. 3 Commissioner Rzewnicki

Term Expires 3/26

215 43rd Avenue

452-0160

wphbcchb12@gmail.com

KATHLEEN KENNEDY

Re-appointed 1/24

Dist. 4 Commissioner Lorenzen

Term Expires 8/24

403 Gulf Way, Unit 603

251-3201

kakfish85@gmail.com

Updated: 3/20/24

PARKS AND RECREATION ADVISORY COMMITTEE

CREATED: City Code, Article IV, -Section 22-101 through 22-109

TERMS: To run concurrently with the term of office of the Commission Member who made the appointment

MEETS: Bi-Annually, third Tuesday of May and November

TIME/PLACE: Commission Chamber at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

MIKE WISE	108 44 th Avenue	727 412-5262
Appointed 3/23	Chair 2024-25	
Mayor Petrila		
Term Expires 3/26	mw8992@outlook.com	

PHIL CHRISTMAN	7000 Beach Plaza	434-3482 Cell
Reappointed 3/24	Apt. 708	
Dist. 1 Commissioner Marriott	Chair 2024-25	
Term Expires 3/26	Pchristman65@gmail.com	

GRANT IZZI	203 59 th Avenue	703-615-4010
Appointed 3/24		
Dist. 2 Commissioner Filtz		
Term Expires 8/24	dawngrantizzi@gmail.com	

LIZ SINATRA	250 Isle Drive	650-522-0359
Appointed 7/24		
Dist. 3 Commissioner Rzewnicki		
Term Expires 3/26	easinatra@gmail.com	

ROBIN GIBSON	2240 E. Vina del Mar	850 544-1746
Reappointed 1/24		
Dist. 4 Commissioner Lorenzen		
Term Expires 8/24	rgibson@fsu.edu	

Updated: 07/23/24

PLANNING BOARD

CREATED: City Code, Article VIII, Section 22-241 through 22-248

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Third Monday of the month

TIME: 4:00 P.M.

PLACE: Commission Chamber at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

DAVID HUBBARD Appointed 3/23 Mayor Petrila Term Expires 3/26	1240 Boca Ciega Isle Dr. stpetebeach@dinopower.com	813 363-3515
--	--	--------------

SHAWN RAE Appointed 7/24 Dist. 1 Commissioner Marriott Term Expires 3/26	400 64 th Avenue #807W Shawn.Rae@live.com	727 366-3833
--	---	--------------

TOM DEYAMPERT Reappointed 1/24 Dist. 2 Commissioner Filtz Term Expires 8/24	510 78 th Avenue Vice Chair 2024-25 tomdeyampert@gmail.com	367-1437 (H) 420-2669 (C)
---	---	------------------------------

SAM ANGELIDES, JR. Appointed 4/24 Dist. 3 Commissioner Rzewnicki Term Expires 3/26	3990 Belle Vista Dr. samangelidesjr@gmail.com	727 629-1399
--	--	--------------

SUSAN KONCZAL Appointed 2/24 Dist. 4 Commissioner Lorenzen Term Expires 8/24	6340 3 rd Palm Point smkonczal@gmail.com	305 393-5611
--	---	--------------

Updated: 07/17/2024

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request: Possible action as outlined in bullets 1-4.

Strategic Objective: NA

Date: August 27, 2024

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: During the July 9, 2024, City Commission meeting, the City Clerk was asked to have the GIS Coordinator outline the voting districts and identify the Don CeSar Place registered voters that are in District 3 and District 4. District 3 currently has 1,992 voters with 371 voters being in the Don CeSar Place Neighborhood and District 4 currently has 1,579 voters with 84 voters being in the Don CeSar Place Neighborhood. If the City removed the 371 voters of the neighborhood and placed them in District 4, the new approximate registered voters for District 3 would be 1,621, and District 4 would increase to 1,950. This would make District 3 the lowest number of voters for the City and District 4 would become the highest. If the City removed the 84 voters from District 4 and placed them into District 3, this would cause further loss of registered voters for that District.

The City Clerk is asking for direction from the City Commission on how to proceed:

1. Take no action and review again after the 2026 election as outlined in the City's Code.
2. Keep the neighborhood voters together and direct the City Clerk to work with Legal on drafting an ordinance with the new boundaries for District 3 to remove the Don CeSar Place Neighborhood boundaries and identify those boundaries to coincide with the neighborhood in District 4.
3. Keep the neighborhood voters together and direct the City Clerk to work with Legal on

drafting an ordinance with the new boundaries for District 4 to remove the Don CeSar Place Neighborhood boundaries and identify those boundaries to coincide with the neighborhood in District 3.

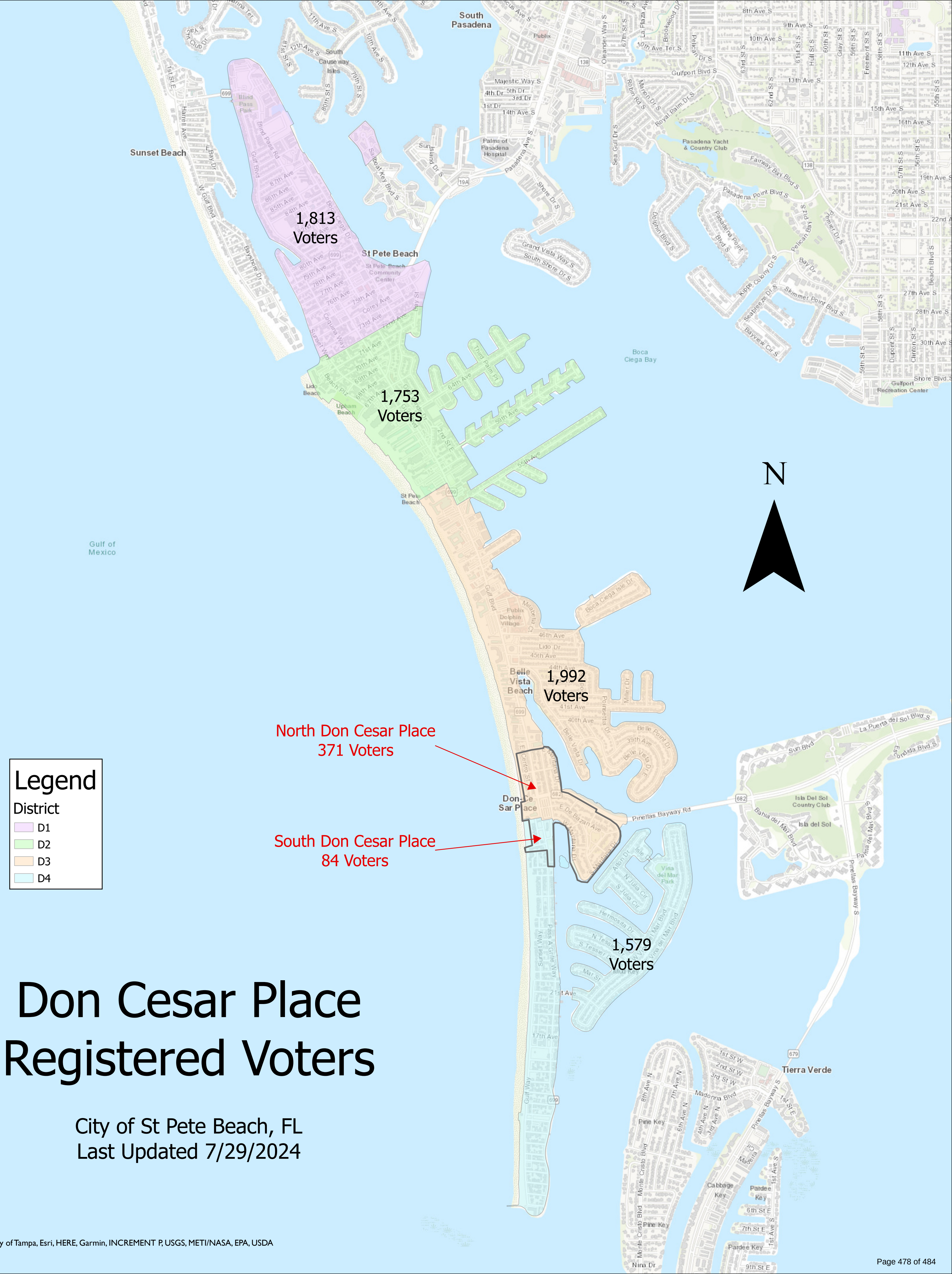
4. Direct the City Clerk to find a consultant who can review the entire City and voting district boundaries to inform the City of its options.

Funding:

None at this time.

Attachments:

1. 2024 Voting Districts Population
2. April Voter Totals by District and City Code



JULIE MARCUS

Supervisor of Elections

Pinellas County, FL

Date 5/9/2024

Time 10:07 AM

April Totals by City and City/Wards

<u>City Ward Name</u>		Registered Voters					Inactive Voters			
		<u>Total</u>	<u>Dems</u>	<u>Reps</u>	<u>NPA</u>	<u>Other</u>	<u>Dems</u>	<u>Reps</u>	<u>NPA</u>	<u>Other</u>
0 Unincorporated Areas		182,423	50,109	78,796	48,710	4,808	9,411	9,435	13,283	638
1 BELLEAIR BEACH		1,358	237	772	326	23	38	64	72	3
11 Belleair Beach		1,358	237	772	326	23	38	64	72	3
		1,358	237	772	326	23	38	64	72	3
2 BELLEAIR BLUFFS		1,582	417	688	439	38	98	79	125	5
21 Belleair Bluffs		1,582	417	688	439	38	98	79	125	5
		1,582	417	688	439	38	98	79	125	5
3 BELLEAIR SHORE		84	8	54	21	1	3	7	6	1
31 Belleair Shore		84	8	54	21	1	3	7	6	1
		84	8	54	21	1	3	7	6	1
4 BELLEAIR		3,609	676	2,085	772	76	67	151	133	6
41 Belleair		3,609	676	2,085	772	76	67	151	133	6
		3,609	676	2,085	772	76	67	151	133	6
5 CLEARWATER		70,911	21,161	27,455	20,315	1,980	5,354	3,754	6,827	327
51 Clearwater		70,911	21,161	27,455	20,315	1,980	5,354	3,754	6,827	327
		70,911	21,161	27,455	20,315	1,980	5,354	3,754	6,827	327
6 DUNEDIN		26,033	7,846	10,384	7,031	772	1,143	1,148	1,634	84
61 Dunedin		26,033	7,846	10,384	7,031	772	1,143	1,148	1,634	84
		26,033	7,846	10,384	7,031	772	1,143	1,148	1,634	84
7 GULFPORT		8,904	3,779	2,562	2,315	248	568	322	604	43
71 Gulfport Ward 1		2,614	854	1,033	650	77	108	87	77	6
72 Gulfport Ward 2		2,319	1,136	523	593	67	145	75	182	13
73 Gulfport Ward 3		1,920	808	570	498	44	111	76	135	7
74 Gulfport Ward 4		2,051	981	436	574	60	204	84	210	17
		8,904	3,779	2,562	2,315	248	568	322	604	43
8 INDIAN ROCKS BEACH		2,777	606	1,382	727	62	107	138	162	15
81 Indian Rocks Beach		2,777	606	1,382	727	62	107	138	162	15
		2,777	606	1,382	727	62	107	138	162	15
9 INDIAN SHORES		1,072	218	580	254	20	27	67	54	3
91 Indian Shores		1,072	218	580	254	20	27	67	54	3
		1,072	218	580	254	20	27	67	54	3
10 KENNETH CITY		2,744	943	1,026	707	68	227	147	264	10
101 Kenneth City		2,744	943	1,026	707	68	227	147	264	10
		2,744	943	1,026	707	68	227	147	264	10
11 LARGO		48,386	14,860	18,883	13,236	1,407	3,808	3,019	5,134	268
111 Largo		48,386	14,860	18,883	13,236	1,407	3,808	3,019	5,134	268
		48,386	14,860	18,883	13,236	1,407	3,808	3,019	5,134	268

JULIE MARCUS

Date 5/9/2024

Supervisor of Elections

Pinellas County, FL

Time 10:07 AM

April Totals by City and City/Wards

<u>City Ward Name</u>			Registered Voters					Inactive Voters			
			<u>Total</u>	<u>Dems</u>	<u>Reps</u>	<u>NPA</u>	<u>Other</u>	<u>Dems</u>	<u>Reps</u>	<u>NPA</u>	<u>Other</u>
12 MADEIRA BEACH			<i>3,011</i>	<i>600</i>	<i>1,523</i>	<i>830</i>	<i>58</i>	<i>146</i>	<i>206</i>	<i>250</i>	<i>15</i>
121	Madeira Beach		3,011	600	1,523	830	58	146	206	250	15
			3,011	600	1,523	830	58	146	206	250	15
13 NORTH REDINGTON BEAC			<i>1,189</i>	<i>265</i>	<i>612</i>	<i>282</i>	<i>30</i>	<i>41</i>	<i>66</i>	<i>71</i>	<i>5</i>
131	North Redington Bch		1,189	265	612	282	30	41	66	71	5
			1,189	265	612	282	30	41	66	71	5
14 OLDSMAR			<i>9,359</i>	<i>2,681</i>	<i>3,675</i>	<i>2,722</i>	<i>281</i>	<i>482</i>	<i>442</i>	<i>754</i>	<i>31</i>
141	Oldsmar		9,359	2,681	3,675	2,722	281	482	442	754	31
			9,359	2,681	3,675	2,722	281	482	442	754	31
15 PINELLAS PARK			<i>30,649</i>	<i>9,673</i>	<i>11,253</i>	<i>8,840</i>	<i>883</i>	<i>2,448</i>	<i>1,945</i>	<i>3,390</i>	<i>153</i>
151	Pinellas Park		30,649	9,673	11,253	8,840	883	2,448	1,945	3,390	153
			30,649	9,673	11,253	8,840	883	2,448	1,945	3,390	153
16 REDINGTON BEACH			<i>1,132</i>	<i>267</i>	<i>573</i>	<i>272</i>	<i>20</i>	<i>34</i>	<i>57</i>	<i>62</i>	<i>1</i>
161	Redington Beach		1,132	267	573	272	20	34	57	62	1
			1,132	267	573	272	20	34	57	62	1
17 REDINGTON SHORES			<i>1,747</i>	<i>397</i>	<i>856</i>	<i>452</i>	<i>42</i>	<i>55</i>	<i>90</i>	<i>103</i>	<i>8</i>
171	Redington Shores D1		441	93	220	117	11	17	31	22	1
172	Redington Shores D2		477	91	243	131	12	11	16	25	2
173	Redington Shores D3		410	109	190	99	12	11	18	33	5
174	Redington Shores D4		419	104	203	105	7	16	25	23	0
			1,747	397	856	452	42	55	90	103	8
18 SAFETY HARBOR			<i>12,290</i>	<i>3,671</i>	<i>4,992</i>	<i>3,350</i>	<i>277</i>	<i>520</i>	<i>468</i>	<i>645</i>	<i>25</i>
181	Safety Harbor		12,290	3,671	4,992	3,350	277	520	468	645	25
			12,290	3,671	4,992	3,350	277	520	468	645	25
19 SEMINOLE			<i>13,502</i>	<i>3,694</i>	<i>6,120</i>	<i>3,340</i>	<i>348</i>	<i>605</i>	<i>676</i>	<i>820</i>	<i>31</i>
191	Seminole		13,502	3,694	6,120	3,340	348	605	676	820	31
			13,502	3,694	6,120	3,340	348	605	676	820	31
20 SOUTH PASADENA			<i>3,926</i>	<i>1,289</i>	<i>1,522</i>	<i>1,007</i>	<i>108</i>	<i>170</i>	<i>192</i>	<i>179</i>	<i>9</i>
201	South Pasadena		3,926	1,289	1,522	1,007	108	170	192	179	9
			3,926	1,289	1,522	1,007	108	170	192	179	9
21 ST PETE			<i>164,334</i>	<i>72,018</i>	<i>46,627</i>	<i>41,231</i>	<i>4,458</i>	<i>18,234</i>	<i>8,159</i>	<i>15,669</i>	<i>876</i>
211	St Petersburg D1		21,511	7,379	8,104	5,474	554	1,325	1,143	1,658	62
212	St Petersburg D2		18,002	6,410	5,845	5,143	604	2,257	1,418	2,555	177
213	St Petersburg D3		22,231	7,074	8,947	5,642	568	1,353	1,116	1,581	81
214	St Petersburg D4		21,851	9,213	6,391	5,630	617	1,733	1,042	1,759	107
215	St Petersburg D5		21,779	11,734	4,884	4,667	494	2,988	775	1,847	88
216	St Petersburg D6		21,043	10,529	4,530	5,327	657	3,119	1,043	2,278	172
217	St Petersburg D7		18,008	11,194	2,451	3,941	422	3,625	574	2,041	81
218	St Petersburg D8		19,909	8,485	5,475	5,407	542	1,834	1,048	1,950	108
			164,334	72,018	46,627	41,231	4,458	18,234	8,159	15,669	876
22 ST PETE BEACH			<i>7,137</i>	<i>1,759</i>	<i>3,317</i>	<i>1,888</i>	<i>173</i>	<i>270</i>	<i>361</i>	<i>332</i>	<i>20</i>

JULIE MARCUS

Supervisor of Elections

Pinellas County, FL

Date 5/9/2024

Time 10:07 AM

April Totals by City and City/Wards

		Registered Voters					Inactive Voters			
<u>City</u>	<u>Ward Name</u>	<u>Total</u>	<u>Dems</u>	<u>Reps</u>	<u>NPA</u>	<u>Other</u>	<u>Dems</u>	<u>Reps</u>	<u>NPA</u>	<u>Other</u>
	221 St Pete Beach D1	1,813	458	794	522	39	80	107	129	7
	222 St Pete Beach D2	1,753	422	866	427	38	67	111	76	2
	223 St Pete Beach D3	1,992	482	907	544	59	69	84	71	5
	224 St Pete Beach D4	1,579	397	750	395	37	54	59	56	6
		7,137	1,759	3,317	1,888	173	270	361	332	20
23	TARPON SPRINGS	17,749	4,862	7,663	4,670	554	1,137	956	1,357	64
	231 Tarpon Springs	17,749	4,862	7,663	4,670	554	1,137	956	1,357	64
		17,749	4,862	7,663	4,670	554	1,137	956	1,357	64
24	TREASURE ISLAND	5,189	1,174	2,617	1,268	130	206	270	305	18
	241 Treasure Island D1	1,652	384	881	347	40	51	79	95	6
	242 Treasure Island D2	1,180	228	594	331	27	54	62	83	8
	243 Treasure Island D3	1,386	315	714	331	26	43	63	64	2
	244 Treasure Island D4	971	247	428	259	37	58	66	63	2
		5,189	1,174	2,617	1,268	130	206	270	305	18

Sec. 38-3. - Election districts.

(a) The boundaries of the election districts shall be as follows:

- (1) *District no. 1.* All lands lying east of the Gulf of Mexico and Blind Pass, south of Devil's Elbow, and north and west of the following lines: Begin at a point where the northerly property boundary of Envoy Point Condo intersects the western limits of the city in the Gulf of Mexico; then proceed in a northeasterly direction along such line to the centerline of Sunset Way right-of-way; then southeast along such centerline to the centerline of 72nd Avenue right-of-way; then northeast along such centerline to the most northerly corner of Lot 11, Block A, Bayside Second Addition to St. Pete Beach; then southeast along the north line of lot 11 to the most easterly corner of such lot 11; then continue northeast to the centerline of the intracoastal channel; then proceed northwest along such centerline to the westward extension of the south line of Coral Pointe at Harbourside, Buildings A through F; then northeast along such line to the easternmost limits of submerged lands owned by the city; then north and then southwest along the boundary of such submerged lands to the centerline of the intracoastal channel; then northwest along such centerline to Devil's Elbow.
- (2) *District no. 2.* All lands lying south of district no. 1, east of the Gulf of Mexico, west of the intracoastal channel, and north of the following line: Begin at a point where the westerly extension of the north line of lot 1, Brightwaters Beach Motel Replat (Seamark Condo) intersects the western limits of the city in the Gulf of Mexico; then proceed northeasterly along such line to the centerline of the right-of-way of Gulf Boulevard (State Road 699); then northwesterly along such centerline to its intersection with the westward extension of the south right-of-way line of 55th Avenue; then northeast along such right-of-way line to the most westerly corner of lot 1, block 1, Brightwaters Beach Estates Subdivision; then southeast along the southwesterly line of such block 1; then east to the centerline of the intracoastal channel.
- (3) *District no. 3.* All lands south of district no. 2, east of the Gulf of Mexico, west of the intracoastal channel, and north of the following line: Begin at a point where the westerly extension of the south line of block C, Don Ce Sar Place (Don Ce Sar Hotel) intersects the western limits of the city in the Gulf of Mexico; then proceed

east along such line, crossing Gulf Boulevard; then continue east along the north right-of-way line of West Maritana Drive to the centerline of the right-of-way of Casablanca Avenue; then south along such centerline to little McPherson Bayou; then southeast and south along the west right-of-way of West Maritana Drive to the south point of Don Ce Sar Place; then northeast along the east right-of-way line of South Maritana Drive; then continue northeast to the centerline of the right-of-way of the Pinellas Bayway (State Road 682); then east to the centerline of the intracoastal channel.

(4) *District no. 4.* All lands south of district no. 3, east of the Gulf of Mexico, north and west of Pass-a-Grille Channel, and west of the intracoastal channel.

(b) The boundaries of the election districts of the city as set forth in subsection (a) of this section are based upon a study and analysis of the qualified electors residing in the respective districts. The adjustments in the boundaries of such districts have been made in order to achieve as nearly as practicable an equal number of qualified electors in each of such districts and to conform to the election precincts designated by the board of county commissioners.

(c) The districts, as defined and prescribed in subsection (a) of this section, are established as the election districts of the city for the election of city commissioners and for such other necessary purposes, and the boundaries shall remain effective until such time as amended by appropriate action of the city commission in accordance with section 38-4.

(Code 1960, § 7-3; Ord. No. 87; Ord. No. 108; Ord. No. 129, §§ 1—3; Ord. No. 144, §§ 1—3; Ord. No. 226, § 1; Ord. No. 249, § 2; Code 1983, § 8-1; Ord. No. 92-14, § 1, 7-21-92; Ord. No. 98-51, § 1, 7-21-98)

Charter reference— Election districts, § 5.10.

Sec. 38-4. - Commission districts; adjustment of districts.

(a) *Number of districts.* There shall be four city commission districts.

(b) *Redistricting.* Commencing with the regular meeting of the city commission held in accordance with the city Charter and this Code on the second Tuesday in June of 1976 and every two years thereafter, the city commission shall reexamine the boundaries of the districts of the city, as prescribed in section 38-3, and shall, at the regular city

commission meeting in July next following, readjust such boundaries so that the number of qualified electors residing in each such district shall be as nearly even in number as practicable. Any change in the boundaries of such districts as prescribed shall be made by city ordinance passed in accordance with the Charter and as follows:

- (1) Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the centerlines of streets.
- (2) The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.
- (c) *Procedure.* The procedure for the commission's consideration of redistricting shall be the same as for other ordinances, provided that if a summary of the ordinance is published, it must include both a map and a description of the recommended districts.
- (d) *Effect of enactment.* The new commission districts and boundaries, as of the date of enactment, shall supersede previous commission districts and boundaries for all purposes including the next regular city election and nominations.

(Code 1983, § 8-11; Ord. No. 92-37, § 1, 1-5-93)