BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, OCTOBER 5, 2021 – 6:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

Tuesday, October 5, 2021 6:00 PM - 9:00 PM (EDT) Please join our meeting from your computer,
tablet or smartphone. https://global.gotomeeting.com/join/765919589

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)
United States: +1 (646) 749-3122
Access Code: 765-919-589

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. COMMISSIONER REPORTS
Commissioner Toth
Commissioner Doctor
Commissioner Partridge
Commissioner Wetzel
Mayor Payne

G. APPROVAL OF MINUTES

H. CONSENT AGENDA

I. ITEMS OF BUSINESS

H1. Ordinance 2021-20, 1st Reading to commit .50 mills of the total millage rate levied by

the City of Treasure Island to support the capital maintenance of the Treasure Island causeway and the bridge.
Ordinance 21-20 Commit Causeway Millage Rate.docx

H2. Approve Request from the Treasure Island and Madeira Beach Chamber of Commerce to Host the Sun, Sand and Symphony Music Festival and Food Truck Rally.
TI Mad Beach - Sun Sand Symphony Festival

H3. Approve Gulf Beaches Public Library Interlocal Library Agreement Effective October 1, 2021 for a 5-year period
Gulf Beaches Public Library Interlocal Agreement

H4. Approve 2nd Amendment to the Agreement between the City of Treasure Island and Zambelli Fireworks Manufacturing Company
Second Amendment to the Zambelli Contract

H5. Authorize the City Manager for the Execution of Purchase Authority to Zambelli Fireworks in an amount not to exceed $30,000 for Fiscal Year 2022 for the annual Sanding Ovations and Fourth of July fireworks displays

H6. Authorize the City Manager to Purchase Landowner Negotiations and Easement Acquisition Services for the Treasure Island Undergrounding Project from Contract Land Staff, LLC in the amount of $35,111.

H7. Authorize the City Manager Purchase Authority to Tampa Bay Trane, Inc. for up to $60,000 for HVAC Repair and Preventive Maintenance in FY 2022.

H8. Authorize the City Manager for the Execution of Purchase Authority to Tampa Crane & Body, Inc. for Garbage Truck Repairs to a total amount of $70,000 for the Fiscal Year 2022.

H9. Approve the Award of Contract and Authorize the Purchase of As Needed Electrical Services from USA Voltage, LLC and Tamco Electric, Inc. for various electrical projects not to exceed $150,000 for FY 2022.
Exhibit 1 - Contract - Tamco Electric
Exhibit 2 - Contract - USA Voltage
Exhibit 3 - Bid Schedule

H10. Authorize the purchase of as-needed Engineering Services from Michael Baker International for a total of $300,000 in FY 2022.

108th 120th 126th Work Authorization

H11. Award Piggy Back Contract for Utility Rehabilitation and Construction Services to TLC Diversified, Inc. and provide purchase authorization to the City Manager of up to $250,000 for Wastewater and Stormwater System repairs, on an as needed basis.

Exhibit A -Piggyback Contract - SIGNED
Exhibit B - Executed Contract - 22-004
Exhibit C - Original Bid Document - 22-004
Exhibit D - Rate Sheet

H12. Authorize the City Manager for the Execution of a “Piggy Back” Contract to Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract from Polk County in the total amount of $723,000.

Exhibit A - 22-005-PB - CONTRACT
Exhibit B - Vendor Response to Bid - 20-1019
Exhibit C - Award Letter

H13. Authorize City Manager Purchase Authority for Advanced Engineering & Design in the Amount of $221,500 for Engineering Services for FY 2022.
Advanced Engineering & Design Work Authorization

J. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such 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 [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. H1.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2021

SUBMITTED BY: Junko Brown, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Ordinance 2021-20, 1st Reading to commit .50 mills of the total millage rate levied by the City of Treasure Island to support the capital maintenance of the Treasure Island causeway and the bridge.

RECOMMENDATION: To approve Ordinance No. 2021-20, to commit .50 mills of the total millage rate levied by the City of Treasure Island beginning in FY 2022 to support the capital maintenance of the Treasure Island causeway and the bridge.

BACKGROUND:

The FY 2022 Budget was adopted on September 20, 2021, with a .20 millage rate increase for the purpose of increasing the "committed" portion of the property tax to fund capital maintenance for the Treasure Island bascule bridge and causeway.

Since FY 2019, the Commission has been taking gradual steps to establish a sustainable mechanism for the causeway and the bridge by annually increasing the committed portion of the millage rate by .10 mills to eventually reach .50 mills. In FY 2021, the Commission was presented with a long-range financial plan that was prepared by a consultant. This financial plan demonstrated and confirmed that a dedicated .50 mills would be sufficient to cover capital needs for the bridge and causeway in the long-term. Last year, due to the global pandemic, the Commission decided to take a year off from the increase. An increase of .20 mills for the FY 2022 makes up for the prior year and completes the plan.

POLICY/PURPOSE:

To commit .50 mills of the total millage rate levied by the City of Treasure Island to support the Capital Maintenance of the Treasure Island causeway and the bridge.

STRATEGIC PLAN RELEVANCE:

Infrastructure Goal 1: Protect city assets to sustain the future of Treasure Island. Financial and Economic Development Goal 2: maximize the utilization of the City's resources.

ANALYSIS/DISCUSSION:

The adoption of this ordinance will increase the "committed" component for the Treasure Island causeway and bridges of the General Fund fund balance from .30 mill to .50 mill.

Classification of the fund balances is required to comply with the Government Accounting Standards Board (GASB), the definitions of the different classifications pertaining to this discussion are below:

Nonspendable fund balance – fund balance that cannot be spent, such as fund balance that are associated with inventories.

Restricted fund balance – amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Committed fund balance – amounts that can be used only for the specific purposes determined by a formal action of the government 's highest level of decision-making authority.

Assigned fund balance – amounts that are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed.

Unassigned fund balance – amounts that are the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

The projected general fund balance "committed" for the causeway and bridge at the end of FY 2021 is $343,502 after funding $2,294,381 worth of CIP projects. The final balance will be available after the audit is completed. A 0.50 mil will generate approximately $1,082,590 during FY 2022 to fund the capital maintenance projects scheduled this year to include electrical preservation and preventative maintenance.

FUNDING:

.50 mills of the total millage rate levied by the City of Treasure Island will be committed to support the Capital Maintenance of the Treasure Island causeway and the bridge.

MOTION:

I move to adopt Ordinance 2021-20, committing 0.50 mills of the total millage rate levied by the City of Treasure Island, beginning in Fiscal Year 2022 to support the Capital Maintenance of the Treasure Island causeway and the bridge at this 1st Reading with a 2nd reading and final public hearing scheduled for October 19, 2021.

ATTACHMENTS:

Ordinance 21-20 Commit Causeway Millage Rate.docx

ORDINANCE NO. 21-20

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ESTABLISHING THAT .50 MILLS OF THE CITY OF TREASURE ISLAND PROPERTY TAX RATE BEGINNING IN FISCAL YEAR 2022 BE CLASSIFIED AS A COMMITTED COMPONENT OF THE FUND BALANCE WITHIN THE GENERAL FUND FOR THE PURPOSE OF SUPPORTING THE TREASURE ISLAND CAUSEWAY OPERATION, MAINTENANCE AND/OR BRIDGE REPLACEMENT; PROVIDING FOR SEVERABILITY; CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority of the City's Charter and its home rule powers, the City Commission of the City of Treasure Island, Florida possesses the power to determine the classification of the City of Treasure Island property tax millage rate on behalf of the City of Treasure Island, Florida; and

WHEREAS, an annual budget for the City of Treasure Island, Florida included a .20 mill increase for the purpose of supporting the Treasure Island Causeway operation, maintenance and/or bridge replacement; and

WHEREAS, the City Commission of the City of Treasure Island, Florida is classifying .50 mills of the annual property tax revenue as a "committed" component of the fund balance in accordance with GASB standards, within the General Fund for the purpose of supporting the Treasure Island Causeway operation, maintenance and/or bridge replacement; and

WHEREAS, the City Commission now deems it in the best interest of the public to commit a portion of the property tax revenue that works towards adequately meeting the funding needs of the Treasure Island Causeway and bridges.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct, and are hereby adopted as legislative findings by the City Commission for the adoption of this Ordinance.

SECTION 2. That .50 mils of the property tax revenue be classified as a "committed" component of the fund balance each year and annually accumulated within the General Fund for the purpose of supporting the Treasure Island Causeway and bridges operation, maintenance and/or bridge replacement.

SECTION 3. SEVERABILITY. It is declared to be the intent of the City Commission that,

if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. CONFLICT. This action supersedes all codes and ordinances of the City or parts of, in conflict with this Ordinance, to the extent of the conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING: October ____ 2021

SECOND READING and PUBLIC HEARING: October ____, 2021.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2021.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the DAY day of October, 2021 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Ruth Nickerson, City Clerk

Approved as to form and content:

_____
Jennifer R. Cowan, City Attorney

AGENDA ITEM NO. H2.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 5, 2021
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Approve Request from the Treasure Island and Madeira Beach Chamber of Commerce to Host the Sun, Sand and Symphony Music Festival and Food Truck Rally.
RECOMMENDATION:	Approve request from the Treasure Island and Madeira Beach Chamber of Commerce to host the 1st Annual Sun, Sand and Symphony Music Festival and Food Truck Rally on Saturday, February 12, 2022 from 6:00 PM to 10:00 PM in Treasure Island Park.
BACKGROUND:	The Treasure Island and Madeira Beach Chamber of Commerce and the Civic Associations of Capri, Palms, Paradise Island and Sunset Beach would like to host the Sun, Sand and Symphony Music Festival and Food Truck Rally on Saturday, February 12, 2022 at the Treasure Island Park from 6:00 PM to 10:00 PM with setup beginning at 3:00 PM and breakdown after the event. Assistance from the Parks and Recreation staff is requested for trash removal and to clean and stock the restroom facilities inside the community center and garden room throughout the event. The Treasure Island and Madeira Beach Chamber of Commerce will organize a park clean-up following the event. Staff has no objection to providing these services.
POLICY/PURPOSE:	Commission approval is required for the Treasure Island and Madeira Beach Chamber of Commerce to host the 1st Annual Sun, Sand and Symphony Music Festival and Food Truck Rally in Treasure Island Park on Saturday, February 12, 2022.

STRATEGIC PLAN RELEVANCE:

GOAL 1: Promote a socially-connected community through the implementation of the Master Park Plan; OBJECTIVE 2: Expand programming opportunities and unique community events: BOLD ACTION 2: Highlight family friendly and sustainability-focused events.

ANALYSIS/DISCUSSION:

The Treasure Island and Madeira Beach Chamber of Commerce with the assistance of the Civic Associations of Capri, Palms, Paradise Island and Sunset Beach would like to host the Sun, Sand and Symphony Music Festival and Food Truck Rally on Saturday, February 12, 2022 at the Treasure Island Park from 6:00 PM to 10:00 PM with setup beginning at 3:00 PM and breakdown after the event. The event is FREE to the public. The event will include live entertainment from local symphony groups sponsored by the Chamber and food trucks benefiting the local civic associations. Participants will be encouraged to bring their own lawn chairs or purchase a select number of VIP seating options made available by the Chamber of Commerce. Beer and wine concessions and a raffle will be provided by the Civic Associations. The Chamber anticipates an attendance of 500 attendees.

The Civic Associations will organize the food truck rally and charge a vendor fee for participation in the event. All food truck vendors will provide a Certificate of Insurance for their food truck service as determined by the Human Resource Director/Risk Manager. Food Truck vendors will marginalize the use of single-use plastics.

The Treasure Island and Madeira Beach Chamber of Commerce will be renting a commercial stage for the entertainment. The Chamber is to obtain all the required permits from the Community Development Department for the stage and all tents over 10'x10'.

The Treasure Island and Madeira Beach Chamber of Commerce will utilize city metered parking lots for the event and will strongly encourage ride share services and public transportation.

The Treasure Island and Madeira Beach Chamber of Commerce will provide the necessary Certificate of Insurance in an amount no less than $1,000,000 naming the City of Treasure Island as an additional insured entity to include the setup, break down and event activities including the sale of beer and wine. The Civic Associations will provide the required permit from the Division of Alcohol and Tobacco for the sale of beer and wine during the event.

FUNDING:

The Treasure Island and Madeira Beach Chamber of Commerce and the Civic Associations are non-profit organizations. This event is a fundraiser for each of the organizations.

The Treasure Island and Madeira Beach Chamber of Commerce is requesting use of the Treasure Island Police Department for security. The Chamber will be required to reimburse the City for all attributed costs associated with the use of Police Officers. The Chamber is required to meet with the Police Chief to determine if security is required or if the event can be handled by on-duty officers.

The Treasure Island and Madeira Beach Chamber of Commerce requests that the Commission waive the Use of Public Beach or Public Property Review, City Commission Review Fee of $500 and the Special Event Fee of $500 as determined by the City's Adopted Fee Schedule. Staff recommends waiver of the Commission Review and Special Event Fees as the event is a fundraiser for the Civic Associations and Chamber, which give back to the Treasure Island community.

MOTION:

I move to approve the 1st Annual Sun, Sand and Music Festival and Food Truck Rally in Treasure Island Park on Saturday, February 12, 2022 and authorize the City Manager to enter into a Non-Exclusive License Agreement with the Treasure Island and Madeira Beach Chamber of Commerce and move to waive City Commission Review Fee for the Use of Public Beach or Public Property Review of $500 and Special Event Fee of $500 as determined by the Adopted Fee Schedule.

ATTACHMENTS:

TI Mad Beach - Sun Sand Symphony Festival

CITY OF TREASURE ISLAND

CONTRACT AND GENERAL CONDITIONS FOR THE TREASURE ISLAND AND MADEIRA BEACH CHAMBER OF COMMERCE SUN, SAND AND SYMPHONY MUSIC FESTIVAL AND FOOD TRUCK RALLY

This **AGREEMENT,** made on the 5TH day of October 2021, between the **CITY OF TREASURE ISLAND**, 120 108th Avenue, Treasure Island, FL 33706 ("CITY"), and the **TREASURE ISLAND AND MADEIRA BEACH CHAMBER OF COMMERCE**, 12601 Gulf Boulevard Treasure Island, FL 33706 (the "CONTRACTOR"), (all parties collectively referred to as "the Parties"), who agree as follows:

ARTICLE 1 – SCOPE OF CONTRACT

SUN, SAND AND SYMPHONY MUSIC FESTIVAL AND FOOD TRUCK RALLY

The CITY has been authorized by the City Commission of the City of Treasure Island ("Commission") to contract with CONTRACTOR (hereinafter the "CONTRACT") for the general conditions for operation of the SUN, SAND AND SYMPHONY MUSIC FESTIVAL AND FOOD TRUCK RALLY in Treasure Island Park at the Community Center (hereinafter the "EVENT") to be held in the CITY during the date and time as provided herein.

ARTICLE 2 – TERM AND DATES OF APPLICABILITY

The EVENT will be held on:

Saturday February 12, 2022

The EVENT will start at 6:00 PM am and end by 10:00 PM. This CONTRACT governs CONTRACTOR's rights and obligations in connection with the EVENTS from the commencement of each EVENT setup to the conclusion of the EVENT activities, including breakdown. CONTRACTOR agrees to provide to the CITY, by no later than two (2) weeks prior to the event, a detailed site plan and schedule of the EVENT, which must include the agreed upon times of the specific EVENT to the Parks and Recreation Director for review by the Community Improvement Director, Police Chief and Fire Chief. Any changes or additions to the event activities or extension of event times will require additional Commission approval and an amendment to this CONTRACT.

The EVENT area is limited to Treasure Island Park at the Community Center, One Park Place, Treasure Island, FL 33706. The number of participants in each EVENT is limited to no more than 500 people. The Park will remain open to the public during the EVENT. This CONTRACT does not provide CONTRACTOR any exclusive rights to CITY owned property.

ARTICLE 3 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by Either Party
   Either party to this CONTRACT may terminate the CONTRACT in the event, the series of EVENTS, is cancelled or postponed for any reason. CONTRACTOR shall provide Notice to the CITY within twenty-four (24) hours of a decision to cancel or postpone the EVENT. If the EVENT is rescheduled, this CONTRACT is not applicable to dates other than those specified in Article 2, unless expressly agreed to in writing by the CITY.

2. Termination by CITY
   The CITY may terminate the CONTRACT if necessitated by an emergency, as determined by the CITY and as otherwise provided herein.

ARTICLE 4 - OBLIGATIONS OF THE CITY

1. As determined by the Police Chief, the CITY may require the CONTRACTOR to hire off duty police officers or private security guards for the approved EVENT. If the Police Chief determines that off-duty officers are not needed, any and all incidents will be handled by on-duty police officers.

ARTICLE 5 - OBLIGATIONS OF CONTRACTOR

1. CONTRACTOR is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), to be submitted to the CITY Parks and Recreation Department no later than 7 days prior to each EVENT. The Certificate of Liability Insurance must cover the entire time encompassed by the EVENT and effective date of this Contract.
2. CONTRACTOR is responsible for the cleanup, trash pickup, and trash disposal generated by the EVENT. Throughout the EVENT and at the conclusion of the EVENT, the EVENT

area must be cleaned and free from trash and debris and returned to the condition in which they were originally found. CONTRACTOR will be responsible for keeping the event area clean and free from trash. CONTRACTOR and its volunteers will be responsible for emptying trash receptacles and disposing of trash bags in the community center dumpster. Any additional cleanup attributed to the EVENTS will be conducted by the CITY and CONTRACTOR will reimburse the CITY for any and all of this additional work related to the EVENT.

3. The sale of alcohol will be permitted in Treasure Island Park during the EVENT. All applicable permits and insurance will be required.

4. Food Truck Vendors will be permitted in conjunction with the EVENT. Vendors must provide the applicable insurance for their Food Truck service or business.

5. CONTRACTOR is responsible for obtaining the necessary permits from the CITY's Community Improvement Department for the installation of tents larger than 10 feet x 10 feet, and/or for the use of commercial equipment, including but not limited to staging, or use of any inflatable start/finish lines, as applicable and consistent with the City's Code of Ordinances and City Resolutions.

6. CONTRACTOR, vendors, performers and EVENT participants must adhere to and comply with all City Ordinances. CONTRACTOR will be responsible for ensuring the provisions of this CONTRACT are complied with and not violated by EVENT organizers, vendors, performers and EVENT participants.

7. All activities associated with the EVENT must follow the following schedule, and begin and conclude at the hour indicated below:

   Saturday, February 12, 2022

   Event start at 6:00 pm and concludes at 10:00 pm. Setup begins at 3:00 pm and breakdown immediately after event

8. The CITY will not waive parking meter fees in CITY public lots

9. CONTRACTOR will marginalize the use of single-use plastics.

10. CONTRACTOR will be required to reimburse the CITY for all attributed costs associated with the EVENT.

11. CONTRACTOR agrees to recognize the CITY as a sponsor of each EVENT in all EVENT publications and advertisements.

ARTICLE 6 – INJURY OR DAMAGE TO PERSONS OR PROPERTY

If any party to the CONTRACT suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, must be given to the other party within a reasonable amount of time not exceeding 21 days after the first observance. This notice will provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 7 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Section 119.0701, Florida Statutes, maintenance of public records as applicable.
- Section 161.58, Florida Statutes

ARTICLE 8 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

CONTRACTOR shall defend, indemnify and hold harmless the CITY and officers, agents and employees of the CITY from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees and court costs arising out of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurring or contributory) of CONTRACTOR, or its agents, regarding the EVENT or in the performance of or non-performance of their respective obligations under CITY Resolution 18-13 and this CONTRACT; copies of which are attached hereto and incorporated herein by reference.

Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. Nothing contained in this CONTRACT may be construed as a waiver of any immunity from or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. CONTRACTOR obligations under this Article will not include or extend to the liability of any CITY employee. This provision will survive termination or expiration of this CONTRACT.

2. Certificate of Insurance

CONTRACTOR must furnish The CITY with proof of insurance coverage, at least 7 days prior to the EVENT as follows:

- A policy naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000) of General Liability Insurance;

- The name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY at least five (9) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy; and
- Certificate of Insurance must be in the form as approved by the CITY and such Certificate will clearly state all the coverage's required in this CONTRACT.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

1. Governing Law and Venue
This CONTRACT is governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other preceding arising out of, or relating to, this CONTRACT will be solely within the Sixth Judicial Circuit, in and for Pinellas County, Florida for state actions and solely in the United States District Court of the Middle District of Florida, Tampa Division for federal actions.

2. Attorneys' Fees and Costs
In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, including any appeals, the losing party will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

3. Validity, Severability and Reformation
The validity, interpretation, construction, and effect of this CONTRACT is in accordance with and governed by the laws of the State of Florida. Any provision or part of this CONTRACT held to be void or unenforceable under any law is deemed stricken, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this CONTRACT is reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the original intention of the stricken provision.

4. Assignment and Construction of Contract
Any assignment of this CONTRACT, without the CITY'S written consent, is void. The parties agree that in any event of litigation concerning the construction of this CONTRACT or interpretation of any language used in this CONTRACT, that this CONTRACT and any of its provisions will not be construed against the CITY by virtue of this CONTRACT having been drafted by the CITY.

5. Permits
CONTRACTOR is responsible for obtaining any and all permits necessary to perform the requirements of this CONTRACT, at its own expense and prior to such performance.

6. Entire Agreement

This CONTRACT embodies the entire CONTRACT of the CITY and CONTRACTOR. There are no promises, terms, conditions or allegations other than those contained herein, and this document will supersede all previous communications, representations, and/or agreements whether within or verbal between the parties hereto.

7. Liability
CONTRACTOR is liable for all obligations under this CONTRACT.

8. Successive Interest
This CONTRACT is not assignable without the express prior written approval of the CITY in its sole discretion.

9. Termination
This CONTRACT is subject to, and CONTRACTOR acknowledges that this CONTRACT is revocable at will by the CITY, that it is subject to being withdrawn and terminated by the CITY at any time, for any reason, upon five (5) calendar days' written notice provided by the CITY to CONTRACTOR as provided for herein. The CITY, in its sole discretion, will have the authority to determine whether to terminate this CONTRACT, and CONTRACTOR agrees that the CITY's discretion in any termination of this CONTRACT is not subject to judicial review or challenge, but will be final.

10. Non-Reliance
CONTRACTOR understands and agrees that it has not and will not rely upon any grant or promise of grant of this CONTRACT in any manner whatsoever, including but not limited to, the expenditure or investment of funds.

11. Waiver
Failure to insist upon strict compliance with any terms, covenants or conditions of the CONTRACT is not deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the CONTRACT, or cancellation or replacement of this agreement, is not valid unless in writing and signed by the parties.

12. Notices
Any notice or communication which the CITY may desire to give CONTRACTOR is deemed sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to CONTRACTOR and/or any agent or employee at 12601 Gulf Boulevard, Treasure Island, FL 33706. The time of rendition of such notice or communication is deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice or communication which CONTRACTOR may desire to give the CITY is deemed sufficiently rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: **City Manager, City of Treasure Island**, **120 108th Avenue, Treasure Island, Florida 33706**; and the time of rendition of such notice or communication is deemed to be the time when the same is mailed or delivered as herein provided. Either party may provide a change of address notice, with said change of address notice effective upon receipt.

IN WITNESS WHEREOF the parties have executed the Contract on the day and date first above written.

CITY: The City of Treasure Island

_____
Amy Davis, City Manager

ATTEST:

_____
Ruth Nickerson, City Clerk

CONTRACTOR: Treasure Island and Madeira Beach Chamber of Commerce

_____
Barry B. Rubin, President

WITNESS:

_____

AGENDA ITEM NO. H3.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2021

SUBMITTED BY: Jennifer Cowan, Administration

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Approve Gulf Beaches Public Library Interlocal Library Agreement Effective October 1, 2021 for a 5-year period

RECOMMENDATION: Approve and authorize the Mayor to execute the Interlocal Library Agreement for the Gulf Beaches Public Library, Inc. for the term of five (5) years beginning October 1, 2021 and ending September 30, 2026.

BACKGROUND:

In 1971, the 5 communities of City of Treasure Island, City of Madeira Beach, Redington Beach, North Redington Beach and Redington Shores formed a non-profit corporation called Gulf Beaches Public Library, Inc. At that time, there were a total of 9 board members - 2 members from each of the larger municipalities and 1 from Redington Shores. There were also 4 ex officio (non-voting) members. Contributions for the maintenance and support of the library were to be fairly and equitable determined by written agreement of the contributing municipalities. The Board adopted Bylaws (latest in 2010), which allowed for 2 trustees from each municipality and 2 ex officio members. The Board does not have legal counsel.

At the February 2, 2021, City Commission Workshop, the Commission was advised that the Mayors from the 5 communities, whose cities comprise the Gulf Beaches Library, had met and discussed recommendations to improve the library. The Mayors from the 5 communities asked each community to support the certain outlined recommendations, which included the following:

- Reduce the board members from 10 to 5 and recommend that the board members be elected officials.
- The cash on hand should be used to upgrade technology of the library and modernize the interior of the building.
- In the future the reserves should not exceed $100,000.
- A new Interlocal Agreement will be drafted by Madeira Beach and will be submitted to the 5 cities for a 5-year term.
- If the library dissolves, the available funds will be returned to the contributing cities.
- The footprint of the library should not be expanded.
- Board members should communicate to the communities and vote according to the community wishes.
- Board of Trustees will be included in the Board of Directors.

The City Commission discussed each of these terms. The City Commission supported recommendation 1 and asked that a provision be made for alternate members. Commissioner Toth advised that recommendation 2 was already underway and that recommendation number 6 was not being considered any longer because of the FEMA impacts. The Commission expressed concerns regarding recommendation 3, stating that those funds could go away quickly in an emergency. The Commission was in favor of a 5-year Interlocal Agreement and the City Attorney had just received and was reviewing the draft Interlocal Agreement. The Commission did not agree with recommendation 5 and felt that if the library dissolved the funds should be provided to the PCLB. The Commission believed that recommendation 7 was already occurring and recommendation 8 was acceptable.

Based on the Commission's direction, in February the City Attorney revised the Interlocal Agreement provided by Madeira Beach's city attorney. In late March, the City Attorney received notice that the City of Madeira Beach had incorporated some of the recommended revisions and was moving forward with the agreement. In May of 2021, the other cities adopted the draft interlocal without including the City Commission's recommendations.

In May, the City Commission reviewed the interlocal adopted

by the other cities and advised that it desired revisions. Specifically, the Commission desired the following items be revised:

1. In 2012, the municipalities entered into an interlocal agreement wherein they agreed to a term that continued until the library was dissolved or the municipality superseded the agreement. The new interlocal agreement should clearly state whether this is amending or superseding the 2012 interlocal. Additionally, in giving context, we would recommend revising the Whereas clauses as well as Section 1 the Purpose to identify the municipalities' desire.
2. Section 3.1 - Our Commission desired to have reciprocal deadlines. Specifically, the Commission desires deadlines for the library to provide the annual budget and proposed proportional share and for the municipalities to accept the proposed proportional share and its service agreement. The Commission felt this was crucial and it would then allow the Library to adjust and plan prior to the beginning of the fiscal year in the event that a municipality rejected the proposed proportional share or its service agreement. Furthermore, with drawing down on the reserves, there would be less ability for the library to absorb last minute changes and therefore these deadlines are needed. This is something that we brought up previously, but the suggestion was rejected. Our Commission at least wants to know why this was rejected.
3. Section 4.2 – The Commission desired to increase the 30 day notice of termination to 90 day termination, to allow adequate time for the Board to adjust.
4. Section 4.3 – One Commissioner requested clarifying language for the terminating municipality residents. For example, a sentence could be added that states the terminating municipality will be responsible for working with PPLC directly to determine how to provide library services to its residents – or something similar in nature.
5. Section 5 – In the new interlocal agreement the municipalities have demanded a reorganization of the corporate structure to include "That the Board shall have two (2) non-voting ex-officio members consisting of the library director and the one member of the Friends of the Gulf Beaches Public Library, Inc." We have learned that the Friends of the Gulf Beaches Public Library, Inc. has been dissolved and the Commission requested this reference be removed from the new interlocal agreement.

6. Section 5.1 – In the new interlocal there is a recommendation that the Library Board adopt a policy directing reserves not to exceed $100,000. It is general government practice to set a reserve as a percentage and not a dollar amount. This is something that we also brought up previously and was rejected. Additionally, reserves should be referred to as “unassigned fund balance” or if the word reserves remain, “reserves that are unassigned or undesignated for any specific purpose”.The Commission wants to know why this was rejected and hopes this could be updated in a revised interlocal.

There were two other concerns that were disclosed previously, but were rejected:

1. Once a municipality signs a service agreement (which we understand are entered into annually), it is agreeing to the annual financial obligation, which is paid quarterly. This is in Section 3.3. In section 4.1 it allows a terminating municipality to remain liable for the quarterly payments due up to the time of termination. From a library stability standpoint and so that the other municipalities are not having to potentially amend their budgets midyear – this should be clarified to state that the terminating municipality remains liable for its annual financial obligation throughout the term of the service agreement.
2. One of the other municipalities brought up the point that Section 4.4 should be amended to allow the terminating municipality to reinstate its participation upon all of the conditions listed being met and there should be an added condition of execution of a service agreement with agreement of their annual financial responsibility. Our City Attorney advises this should be added for clarity.

Additionally, some of the dates in the new interlocal agreement (i.e., Section 5 – deadline to get changes to bylaws and articles by October 1, 2021) needed to be changed due to the delay in executing this agreement and the time needed by the library to make the requested changes.

This list of revisions was circulated to the Mayors and they agreed to move forward with an interlocal that incorporated the

above revisions. The attached interlocal was circulated and agreed to by the Mayors. The only change was a small language change in Section 5.1 where the language was changed from the "Municipalities further recommend…" to the "Municipalities agree that the Library Board should…" This change was discussed during the September 20th workshop of the City Commission and consensus was to move the item forward for consideration at the regular meeting.

POLICY/PURPOSE: Execute Interlocal Agreement for The Gulf Beaches Public Library, Inc. for the period October 1, 2021 and ending September 20, 2026.

STRATEGIC PLAN RELEVANCE: Goal 3: Cultivate a unified sense of Community Pride and Identity.

ANALYSIS/DISCUSSION: N/A

FUNDING: There is no change in funding.

MOTION: I move to approve the Interlocal Library Agreement for the continued funding of The Gulf Beaches Public Library, Inc. for a term of five (5) years beginning October 1, 2021 and ending September 30, 2026 and authorize the Mayor to execute the Interlocal Agreement.

ATTACHMENTS:
Gulf Beaches Public Library Interlocal Agreement

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of October, 2021, by and between the Town of Redington Shores, the Town of North Redington Beach, the Town of Redington Beach, the City of Treasure Island and the City of Madeira Beach, all municipal corporations of the State of Florida (hereinafter referred to as the "Municipalities") for the continued funding of the Gulf Beaches Public Library, being operated by Gulf Beaches Public Library, Inc. (hereinafter referred to as the "Library").

RECITALS

WHEREAS, the Municipalities organized and created a non-profit corporation known as the Library under the laws of the State of Florida on September 11, 1969; and

WHEREAS, the Library's articles of incorporation provide that Library administer and conduct a public library for the promotion of education and entertainment for the citizens of the Municipalities and others desiring to use the Library; and

WHEREAS, the business affairs of the Library shall be managed by a Board of Trustees (the "Board"), who are appointed by the Municipalities: and

WHEREAS, the Municipalities desire that the Board amend the Library's articles of incorporation and bylaws to address several concerns of the Municipalities; and

WHEREAS, the Library's articles of incorporation provide that the articles of incorporation may be amended at any regular or special meeting called for such purpose by a majority vote of the members of the Board and ratified by each of the contributing Municipalities. Written notice of such meetings held for such purpose shall be given to each of the contributing Municipalities; and

WHEREAS, the Municipalities wish to urge the Library's Board to call for a regular or special meeting for the purpose of amending the Library's articles of incorporation as described in this Interlocal Agreement; and

WHEREAS, the Library's articles of incorporation provide that contributions for maintenance and support shall be fairly and equitably determined and shall be set forth in written agreement between the contributing Municipalities; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, provides for the creation of agreements between governmental organizations; and

WHEREAS, on June 21, 2012, the Municipalities entered into an Interlocal Agreement for the Continued Funding of the Gulf Beaches Public Library ("2012 Interlocal"); and

WHEREAS, the Municipalities desire to amend and supersede the 2012 Interlocal with this Interlocal Agreement as of the effective date; and

WHEREAS, the Library is an important cultural institution, the maintenance and continued funding of which benefits the tourists, residents of the Municipalities and the public at large.

NOW, THEREFORE, in fidelity to agreements each municipality entered into in creating the Library, in consideration of the mutual covenants herein contained and the benefits to be derived by the parties to this Interlocal Agreement and other good and valuable consideration hereby acknowledged, the Municipalities do agree as follows:

SECTION 1 – PURPOSE. This Interlocal Agreement establishes the manner for fairly and equitably determining the funding and financial support each municipality shall provide to the Library.

SECTION 2 – TERM. This Interlocal Agreement shall be for a term of five (5) years beginning October 1, 2021 and ending September 30, 2026, unless terminated as set forth in Section 4 below.

SECTION 3 – RECOMMENDATIONS. The Municipalities agree that they jointly desire and direct the Board to make the necessary changes to its articles of incorporation and bylaws to effectuate the following:

Section 3.1. The Municipalities agree that they will direct their Library Board appointees to have the Library's Board to create an annual proposed budget for its operation and sustainment by April 1st, for the next following fiscal year, which begins October 1 and ends September 30. The Library shall then determine the amount proposed to be due (hereinafter referred to as "proposed proportional share") from each municipality apportioned as to their populations using the most recent population data from the Bureau of Economic and Business Research of the University of Florida, or its successors. The annual proposed budget and the proposed proportional share shall be provided to the Municipalities no later than April 15th, for the upcoming fiscal year 2022-2023, for each municipality to consider and act upon by no later than July 31st. For each fiscal year thereafter, the annual proposed budget and proposed proportional share shall be provided to the Municipalities no later than April 15th, for the upcoming fiscal year, for each municipality to consider and act upon by no later than June 30th.

Section 3.2. Once the Municipalities accept their proposed proportional shares the Library will prepare an annual service agreement for each municipality which shall specify each municipality's proportional share for the upcoming fiscal year and deliver it to each municipality before August 31st.

Section 3.3. The Municipalities shall then consider the service agreements and accept or reject them prior to October 1st. If accepted, the service agreement becomes an annual financial obligation of the municipality with payments due to the Library quarterly during the fiscal year. The quarterly payments shall be made no later than October 1, January 1, April 1 and July 1.

SECTION 4 – TERMINATION.

Section 4.1. If any municipality rejects the service agreement or otherwise fails to fund or insufficiently funds the Library, then that municipality shall immediately notify the other Municipalities and the Library of that occurrence and this Interlocal Agreement shall terminate as it relates to said municipality at the end of the current fiscal year. Termination shall be without

penalty or expense to any other municipality for any time up until the date of termination of the terminating municipality. The terminating municipality shall remain liable for annual payments due pursuant to this Interlocal Agreement and its current service agreement.

Section 4.2. A municipality may, for any reason, terminate its inclusion in this Interlocal Agreement and therefore its membership in the Library, effective at the end of the current fiscal year, currently September 30, by providing advance written notice given by certified mail to the other Municipalities by June 30th of the current fiscal year. By terminating, the terminating municipality agrees that the municipality no longer will be a Trustee on the Board. Within 90 days from the date of the notice of termination, the Board shall meet to determine whether to dissolve the Library or appoint another board member and amend the Library's articles of incorporation and bylaws to reflect the change in the membership and voting trustees of the Board.

Section 4.3. If any municipality terminates its inclusion in this Interlocal Agreement and therefore its membership in the Library, then the residents of that municipality shall be considered non-resident and may lose library privileges which may include any interlibrary lending agreements the Library may be a party to. All items out on loan to the residents shall be immediately returned, a list of which will be given to the municipality. The municipality shall make every effort to cause the return of loaned items to the Library. The terminating municipality shall be responsible for working with Pinellas Public Library Cooperative directly to determine how library service will be provided to its residents.

Section 4.4. A terminating municipality may reinstate its participation in the Library upon approval of the Board and any necessary revisions to its article of incorporation and bylaws and the execution of a new interlocal agreement and service agreement identifying its annual financial responsibility, provided the remaining Municipalities agree.

Section 4.5. To the extent there is any inconsistency between this section 4 Termination provision and the Library's articles of incorporation and bylaws, the Municipalities agree and jointly direct the Board to make the necessary changes to its articles of incorporation and bylaws to be consistent with this Interlocal Agreement.

SECTION 5 – REORGANIZATION OF GULF BEACHES PUBLIC LIBRARY, INC. The Municipalities agree that it is necessary to demand changes to the corporate structure of Gulf Beaches Public Library, Inc. before any contributions are made beginning October 1, 2022. Those changes are:

That the Library shall revise the make-up of its Board as follows:

a) The Board shall be reduced to five (5) voting members. These members shall consist of one (1) member from each of the Municipalities. It is the preference of the Municipalities that the member be an elected official of the municipality.
b) That the Board have an alternate member from each municipality that would vote only when the municipality's member was absent.
c) That the Board shall have one (1) non-voting ex-officio members consisting of the library director.

Section 5.1. OTHER LIBRARY BOARD ACTIONS. The Municipalities agree that the Library's Board should take the following actions:

a) The Library maintain its current building footprint and not budget or expend Library monies toward expansion of the Library's building.
b) The Library budget in the fiscal year 2021-2022 budget to use the Certificates of Deposit (approximately $430,000), Chase Building Fund (approximately $118,000), the Chase Money Market Account (approximately $91,000) and the Chase Operating Account (approximately $350,000) to immediately upgrade the Library's technology and to modernize the interior of the Library building.
c) The Library adopt a policy directing undesignated fund balance reserves shall not exceed ten (10) percent of its total undesignated fund balance.

SECTION 6 – DISSOLUTION. In the event of the dissolution of Gulf Beaches Public Library, Inc., the Municipalities agree that the value of the remaining intangible assets of the Library , not otherwise governed by private agreement of a donor to the Library, should be returned to the Municipalities and the Pinellas Public Library Cooperative in proportion to the proportional share contributed in the fiscal year when the dissolution occurs. The building and land that the Library leased from the City of Madeira Beach shall remain the property of the City of Madeira Beach and shall not be distributed as an asset in dissolution. The Municipalities agree that the remaining tangible assets shall be offered for donation to the Pinellas Public Library Cooperative. If the Pinellas Public Library Cooperative opts not to accept any of the tangible assets, then the rejected tangible assets shall be sold, and the funds received distributed to the Municipalities and the Pinellas Public Library Cooperative in proportion to the proportional share contributed in the fiscal year when the dissolution occurs.

SECTION 7 – AMENDMENTS. Amendments to this Interlocal Agreement may be proposed by any municipality that is a party to this Interlocal Agreement but must be accepted by all of the Municipalities that are parties to this Interlocal Agreement before the beginning of a new fiscal year for such proposed amendments to take effect.

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INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor	Mary Palmer, Clerk	James Denhardt, Attorney

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor	Mari Campbell, Clerk	Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor	Melissa Clark, Clerk	Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor	Ruth Nickerson, Clerk	Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor	Clara VanBlargan, Clerk	Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman	_____ Library Director	_____,Attorney

AGENDA ITEM NO. H4.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2021

SUBMITTED BY: Cathy Hayduke, Parks & Recreation

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Approve 2nd Amendment to the Agreement between the City of Treasure Island and Zambelli Fireworks Manufacturing Company

RECOMMENDATION: Approve amending the Agreement between the City of Treasure Island and Zambelli Fireworks Manufacturing Company for an additional Term of the Agreement of two (2) years pertaining to the 2022 and 2023 Sanding Ovations and Fourth of July fireworks displays. The Agreement, as amended by the First Amendment, shall be renewed and extended effective on the Effective Date through May 7, 2024, on the same terms, conditions, and covenants as set forth in the Agreement.

BACKGROUND: In April 2019, the City of Treasure Island entered into a contract with Zambelli Fireworks to provide fireworks displays for the annual Sanding Ovations event and the Fourth of July in the annual amount of $30,000 for fiscal years 2019, 2020 and 2021. The Term of the initial contract was in effect for three (3) years (2019, 2020 and 2021) with an option to renew for another two (2) one-year terms (2022 and 2023).Therefore, the Agreement, as amended by the First Amendment, shall be renewed and extended effective on the Effective Date through May 7, 2024, on the same terms, conditions, and covenants as set forth in the Agreement.

In July 2020, a First Amendment to the Agreement between the City of Treasure Island and Zambelli Manufacturing Company amending the Scope of Work was approved. Due to COVID-19 pandemic, the City and Zambelli agreed to

reschedule the 2020 Fourth of July event to a later, mutually agreed upon date.

POLICY/PURPOSE:

Commission approval is required to extend 2 additional renewal terms available to the City of Treasure Island and Zambelli Fireworks Manufacturing Company for the annual July 4th and Sanding Ovations firework displays.

STRATEGIC PLAN RELEVANCE:

Community Road Map, Goal 1, Promote a socially-connected community through implementation of the Master Park Plan; Objective 3: Expand programming opportunities and unique community events.

ANALYSIS/DISCUSSION:

In April 2019, the City of Treasure Island entered into a contract with Zambelli Fireworks to provide fireworks displays for the annual Sanding Ovations event and the Fourth of July in the annual amount of $30,000 for fiscal years 2019, 2020 and 2021. The Term of the initial contract was for three (3) years with an option to renew for an additional two (2) one-year terms.

The City has a long-standing professional relationship with Zambelli Fireworks Manufacturing Company. Their displays are professionally coordinated to include a variety of shells and high-intensity multi-shot devices to provide crowd pleasing shows. Zambelli was also very accommodating in working with the City to reschedule the 2020 Fourth of July fireworks display due to the COVID-19 pandemic.

FUNDING:

Funding for the annual Fourth of July and Sanding Ovations firework displays is budgeted in the Parks and Recreation Department's Administration budget, Community Events account 001-5720-49900 in the amount of $5,000 for Sanding Ovations and $25,000 for the Fourth of July.

MOTION:

I move to approve the Second Amendment to the Agreement between the City of Treasure Island and Zambelli Manufacturing Company and authorize the City Manager to enter into the Agreement for an additional term of two years for the 2022 and 2023 Sanding Ovations and Fourth of July fireworks displays and as amended by the First Amendment shall be renewed and extended effective on the Effective Date through May 7, 2024, on the same terms, conditions, and covenants as set forth in the Agreement.

ATTACHMENTS:

Second Amendment to the Zambelli Contract

SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF TREASURE ISLAND AND
ZAMBELLI FIREWORKS MANUFACTURING COMPANY

This Second Amendment to the Agreement Between the City of Treasure Island, Florida, and Zambelli Fireworks Manufacturing Company pertaining to JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY 2019, 2020, 2021 RFP 18-19-09 (the "Second Amendment"), made and entered into on this ____ day of _____, 2021 ("Effective Date"), shall amend and supplement that certain agreement entered into by and between Zambelli Fireworks Manufacturing Company, a foreign profit corporation, with its principal place of business located at 1060 Holland Dr., Boca Raton, Florida 33487 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 120 108th Ave., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated May 7, 2019, (the "Agreement"), and as amended by that certain First Amendment to the Agreement Between the City of Treasure Island and Zambelli Fireworks Manufacturing Company dated July 21, 2020 (the "First Amendment").

WHEREAS, all capitalized terms used in this Second Amendment, which are not otherwise defined herein, shall have the same meaning as set forth in the Agreement; and

WHEREAS, the Agreement provided for an initial term of three years expiring on May 7, 2022 with an option to renew for another 2 one-year terms;

WHEREAS, the Parties desire to extend the term of the Agreement for both of the one-year periods; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to renew and extend the Agreement for an additional two-year term on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Term. The Agreement, as amended by the First Amendment, shall be renewed and extended effective on the Effective Date through May 7, 2024, on the same terms, conditions, and covenants as set forth in the Agreement.

3. Effect of Amendment. This Second Amendment shall be effective on the Effective Date. All other provisions of the Agreement and any exhibits to the Agreement that

are not specifically amended by this Second Amendment shall remain unchanged and in full force and effect. To the extent that this Second Amendment conflicts with the Agreement, as amended by the First Amendment, the provisions of this Second Amendment shall govern.

4. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Second Amendment, that the governing or managing body of each of the Parties has approved this Second Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Second Amendment in the manner set forth below.

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment as of the Effective Date.

Zambelli Fireworks Manufacturing Co.

_____
Signature

_____
Print or Type Name

_____
Title

City of Treasure Island, Florida

_____
Mayor

Attest:

_____
City Clerk

AGENDA ITEM NO. H5.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 5, 2021
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager for the Execution of Purchase Authority to Zambelli Fireworks in an amount not to exceed $30,000 for Fiscal Year 2022 for the annual Sanding Ovations and Fourth of July fireworks displays
RECOMMENDATION:	Commission approval is required to authorize the City Manager for the Execution of Purchase Authority to Zambelli Fireworks in an amount not to exceed $30,000 for Fiscal Year 2022 for the annual Sanding Ovations and Fourth of July fireworks displays
BACKGROUND:	In April 2019, the City of Treasure Island entered into a contract with Zambelli Fireworks to provide fireworks displays for the annual Sanding Ovations and Fourth of July fireworks displays in the amount of $30,000 for fiscal years 2019, 2020, 2021.
POLICY/PURPOSE:	The City's Purchasing Policy requires Commission approval to authorize purchases over $25,000.
STRATEGIC PLAN RELEVANCE:	Community Road Map, Goal 1, Promote a socially-connected community through implementation of the Master Park Plan; Objective 3: Expand programming opportunities and unique community events,
ANALYSIS/DISCUSSION:	In April 2019, the City of Treasure Island entered into a contract with Zambelli Fireworks to provide fireworks displays for the annual Sanding Ovations and Fourth of July fireworks displays in the amount of $30,000 for fiscal years 2019, 2020,

2021.

A Second Amendment to the Agreement between the City of Treasure Island and Zambelli Fireworks Manufacturing Company to provide for an additional Term of two (2) years for the 2022 and 2023 Sanding Ovations and Fourth of July fireworks displays in an amount of $30,000 per fiscal year has come before the Commission for consideration at this October 5th meeting. As amended by the First Amendment the Agreement shall be renewed and extended effective on the Effective Date through May 7, 2024, on the same terms, conditions, and covenants as set forth in the Agreement.

The City's Purchasing Policy requires Commission approval to authorize the City Manager for the Execution of Purchase Authority for expenditures over $25,000. Therefore, Commission approval is required to to authorize the City Manager for the Execution of Purchase Authority to Zambelli Fireworks in an amount not to exceed $30,000 for Fiscal Year 2022 for the annual Sanding Ovations and Fourth of July fireworks displays

FUNDING: Funds for the annual Fourth of July and Sanding Ovations fireworks displays are budgeted in the Parks and Recreation Department's Administration budget, Community Events account 001-5720-49900 in the amount of $5,000 for Sanding Ovations and $25,000 for the Fourth of July.

MOTION: I move to approve and authorize the City Manager for the Execution of Purchase Authority to Zambelli Fireworks Manufactory Company in the amount of $30,000 for the 2021 Sanding Ovations and 2022 Fourth of July fireworks displays.

ATTACHMENTS:

AGENDA ITEM NO. H6.

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BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2021

SUBMITTED BY: Mike Helfrich, Public Works

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Authorize the City Manager to Purchase Landowner Negotiations and Easement Acquisition Services for the Treasure Island Undergrounding Project from Contract Land Staff, LLC in the amount of $35,111.

RECOMMENDATION: Authorize the City Manager to purchase Landowner Negotiations and Easement Acquisition Services for the Treasure Island Undergrounding Project from Contract Land Staff, LLC in the amount of $35,111.

BACKGROUND:

The City of Treasure Island was funded in the amount of $3,777,230 for Gulf Boulevard Improvement/Beautification using Penny for Pinellas Phase III. This money funded the undergrounding of utilities and street lights from 127th Ave south to 106th Ave on Gulf Boulevard. In addition, landscaping and irrigation was installed as various locations along Gulf Boulevard.

Additional undergrounding of utilities are on-going to underground the perpendicular lines from 105th Ave to Blind Pass Bridge.

With the passing of the Penny for Pinellas referendum, additional funds are available through the interlocal agreement between Pinellas County and the Big-C.

The City Commission selected on May 19, 2020 to conduct their own project with funds distributed by the formula established under Penny III. However, the new allocation is higher because only 9 municipalities would be participating in the undergrounding project. Treasure Island's Penny IV allocation is $5,249,783.

POLICY/PURPOSE:

To authorize the City Manager to purchase Landowner Negotiations and Easement Acquisition Services for the Treasure Island Undergrounding Project from Contract Land Staff, LLC.

STRATEGIC PLAN RELEVANCE:

Goal 1: Protect City assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION:

CLS will be responsible to contact each property owner, either in person or by phone, to explain the project, negotiate a new easement, and ensure easements are executed and notarized. CLS's responsibilities and deliverables include:

- Contact each property owner to arrange an in-person meeting.
- Meet each property owner in person unless the owner is located out of the area, refuses to meet in person and communicates sufficiently by phone.
- Explain the scope of the project and how it will affect the property owner.
- Relay any concerns or changes to the document or route back to Duke Energy for approval.
- Submit executed easement documents, work maps and other required information to Duke Energy.
- Coordinate with Duke Energy project leader, engineers, surveyors, environmental permitting as required.
- CLS representatives are required to attend community meeting(s) for each project.
    - CLS shall have documents prepared for execution at the community meeting(s).

CLS provides this estimate pursuant to the following assumptions:

Acquisition and Communication Scope:
a. 31 easements to be acquired
b. 4 work prints to be acquired
c. 44 properties will receive communication only regarding the project and process

FUNDING:

Funding for the Gulf Boulevard Undergrounding Project is in Account # 310-5300-63120.

MOTION: I move to approve City Manager Purchase Authority to Landowner Negotiations and Easement Acquisition Services for the Treasure Island Undergrounding Project from Contract Land Staff, LLC in the amount of $35,111.

ATTACHMENTS:

AGENDA ITEM NO. H7.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 5, 2021
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager Purchase Authority to Tampa Bay Trane, Inc. for up to $60,000 for HVAC Repair and Preventive Maintenance in FY 2022.

RECOMMENDATION:

It is recommended that the City Commission authorize expenditures of up to $60,000 for HVAC Repair and Preventive Maintenance Services to Tampa Bay Trane, Inc.

BACKGROUND:

The City owns seven buildings and the bascule bridge all which have Heating Ventilation and Air Conditioning (HVAC) systems that range from 2 to 20 tons. In October 2019, Tampa Bay Trane, Inc. was awarded a 3-year contract for HVAC Repair and Preventive Maintenance.

POLICY/PURPOSE:

To authorize the expenditures of up to $60,000 for HVAC Repair and Preventive Maintenance Services to Tampa Bay Crane, Inc.

STRATEGIC PLAN RELEVANCE: Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island

ANALYSIS/DISCUSSION:

This expenditure authorization will allow for any department, including Public Works, to purchase HVAC Repair and Preventive Maintenance Services.

FUNDING:

Funding for these purchase orders will be from various departmental accounts throughout the program budgets.

MOTION:

I move for the City Commission approve / deny authorize the City Manager to approve expenditures of up to $60,000 to Tampa Bay Trane, Inc. for HVAC Repair and Preventive Maintenance Services for Fiscal Year 2022.

ATTACHMENTS:

AGENDA ITEM NO. H8.

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BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 5, 2021
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager for the Execution of Purchase Authority to Tampa Crane & Body, Inc. for Garbage Truck Repairs to a total amount of $70,000 for the Fiscal Year 2022.
RECOMMENDATION:	It is recommended that the City Commission authorize the City Manager to approve Purchase Orders up to $70,000 for Heil repair and replacement services for maintenance of the garbage trucks with Tampa Crane & Body, Inc.
BACKGROUND:	Tampa Crane & Body, Inc. is the Heil Garbage Truck repair facility nearest to the City. All of our garbage trucks have Heil made garbage trailers attached to Mack chassis. This vendor does not have a continuous service contract and is sole sourced due to their ability to perform repairs and supply Heil replacement components near the City.
POLICY/PURPOSE:	To request purchase authorization of up to $70,000 on repair and maintenance services for the City's garbage trucks from Tampa Crane & Body, Inc.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island.
ANALYSIS/DISCUSSION:	The Public Works Department is requesting authorization for the City Manager to authorize Purchase Orders totaling up to $70,000. This authorization will allow for Public Works, to purchase Heil repair and replacement services for maintenance of the garbage trucks.
FUNDING:	These costs will be charged to 430-5340-46200 ($65,000), vehicle repairs within the Solid Waste Fund and to the

contingency account if needed ($5,000).

MOTION: I move for the City Commission approve / deny staff's recommendation to authorize the City Manager to execute Purchase Orders up to $70,000 for Heil repair and replacement services for maintenance of the garbage trucks with Tampa Crane & Body, Inc.

ATTACHMENTS:

AGENDA ITEM NO. H9.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2021

SUBMITTED BY: Mike Helfrich, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Approve the Award of Contract and Authorize the Purchase of As Needed Electrical Services from USA Voltage, LLC and Tamco Electric, Inc. for various electrical projects not to exceed $150,000 for FY 2022.

RECOMMENDATION:

Award of Contract and Authorization to purchase as-needed electrical services from USA Voltage, LLC. and Tamco Electric, Inc. under the continuing electrical services contract of up to $150,000.

BACKGROUND:

The City has a continuing need for electrical services at various city owned and operated facilities. Throughout the year, Public Works will require electrical services for the repair or installation of electrical equipment. Currently, Public Works requests three local electrical companies to quote on the various electrical service tasks and leads to vendor fatigue. The award of this continuing electrical services contract will eliminate the requirement to secure a minimum of three bids.

POLICY/PURPOSE:

To Award Two Contracts and Authorize the purchase of electrical services in excess of the City Manager's authority and up to $150,000.

STRATEGIC PLAN RELEVANCE: Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island

ANALYSIS/DISCUSSION:

On September 3, 2021, the Public Works Department advertised the release of Request for Proposal for Electrical Services. The work for this contract shall include replacing/installing lights and ballasts in City buildings and facilities, upgrading service when replacing Air Conditioning and other systems, such as outdoor lighting, irrigation system components and troubleshooting and repair of sewer lift stations.

On September 22, 2020, there was a public opening of the Bid Documents. Two electrical services companies submitted bids. The results from the two bids are as follows:

Bid Prices

(Average hourly rate for all three years)
Markup on parts and materials)

1. Tamco Electric, Inc $ 70.67
   7%
2. USA Voltage, LLC $ 75/hour
   5%

The City has decided to award both electrical services contractors. (See Exhibit 1 and Exhibit 2)

Due to the City's purchasing requirements for the authorization will allow for any department, including Public Works, to purchase electrical services for maintenance and small projects.

FUNDING: Funding for these purchase orders will be from various funds and departmental accounts throughout the City.

MOTION:

I move to approve the Award of Contract and authorize the

purchase of electrical services under a continuing electrical services contract with USA Voltage, LLC and Tamco Electric, Inc. for various projects not to exceed $150,000 for Fiscal Year 2022.

ATTACHMENTS:
Exhibit 1 - Contract - Tamco Electric
Exhibit 2 - Contract - USA Voltage
Exhibit 3 - Bid Schedule

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND TAMCO ELECTRIC, INC

PERTAINING TO

Electrical Services
RFP 22-001

This CONTRACT is made and entered into on the ____ day of _____, 20_____ ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("**CITY**"), and TAMCO ELECTRIC, INC, FEIN 59-1396630 ("**CONTRACTOR**"), collectively (the "**PARTIES**") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for **Electrical Services RFP 22-001** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **Electrical Services RFP 22-001** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in RFP 22-001.

SECTION 2. TERM.

The term of the contract will extend from the effective date for three (3) years. Any price changes disclosed in Exhibit A: Bid Schedule shall be effective on the respective anniversary dates of the effective date of the agreement.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR

agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

c. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions of RFP 22-001, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all policies, as applicable.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of

any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;

b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.

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 (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575 x241
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company: TAMCO ELECTRIC, INC
Attention: ALFRED TRUJILLO JR.
Address: P.O. BOX 579 SEFFNER, FL 33583
Phone: 813-918-8489
Fax: 813-986-5979
Email: ATRUJILL@TAMPABAY.RR.COM

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Invitation to Bid Documents for RFP No. 22-001 including addenda and attachments
2. Bid documents submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. MISCELLANEOUS.

i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**

ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this

CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.

xiii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.

xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

xv. This CONTRACT may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR

TAMCO ELECTRIC, INC
(name of corporation or business)

BY: PRESIDENT
(title of authorized corporate officer or individual)

Signature

ALFRED TRUJILLO JR
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

Mayor:

Signature

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND USA Voltage, LLC

PERTAINING TO

Electrical Services
RFP 22-001

This CONTRACT is made and entered into on the ____ day of _____, 20_____ ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("**CITY**"), and USA Voltage, LLC, FEIN 46-0876653, ("**CONTRACTOR**"), collectively (the "**PARTIES**") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for **Electrical Services RFP 22-001** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **Electrical Services RFP 22-001** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

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SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

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agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

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c. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

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b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

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a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

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The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions of RFP 22-001, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all policies, as applicable.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of

any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;

b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.

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 (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575 x241
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company: USA Voltage, LLC

Attention: Darrell J. Heard

Address: 11060 70th Ave. N., Seminole, FL 33772

Phone: (727)914-8900

Fax: _____

Email: usavoltage1@gmail.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Invitation to Bid Documents for RFP No. 22-001 including addenda and attachments
2. Bid documents submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. MISCELLANEOUS.

i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**

ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this

CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.

xiii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.

xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

xv. This CONTRACT may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR

USA Voltage, LLC
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

Signature

Darrell J. Heard
Printed Name

As To
CITY OF TREASURE ISLAND

Mayor:

ATTEST | City Clerk:

Signature

Signature

Exhibit A: Bid Schedule

Electrical Services | RFP 22-001

Item Description	Unit Price
(1) Year One	
a. Straight-Time Labor, per hour	$ 75.00
b. After-Hours Labor, per hour	$ 95.00
c. Supplies - cost plus x%	5%

Item Description	Unit Price
(2) Year Two	
a. Straight-Time Labor	$ 75.00
b. After-Hours Labor	$ 95.00
c. Supplies - cost plus x%	5%

Item Description	Unit Price
(3) Year Three	
a. Straight-Time Labor	$ 75.00
b. After-Hours Labor	$ 95.00
c. Supplies - cost plus x%	5%

REQUIRED INFORMATION:	**Yes / No**
Can your company maintain a four-hour (4-hour) response time when called for service?	Yes

COMPANY NAME:

USA Voltage, LLC

Exhibit A: Bid Schedule

Electrical Services | RFP 22-001

Item Description	Unit Price
(1) Year One	
a. Straight-Time Labor, per hour	**$ 70.00**
b. After-Hours Labor, per hour	**$ 90.00**
c. Supplies - cost plus x%	**7%**

Item Description	Unit Price
(2) Year Two	
a. Straight-Time Labor	**$ 70.00**
b. After-Hours Labor	**$ 90.00**
c. Supplies - cost plus x%	**7%**

Item Description	Unit Price
(3) Year Three	
a. Straight-Time Labor	**$ 72.00**
b. After-Hours Labor	**$ 93.00**
c. Supplies - cost plus x%	**7%**

REQUIRED INFORMATION:	**Yes / No**
Can your company maintain a four-hour (4-hour) response time when called for service?	yes

COMPANY NAME:

Tamco Electric, Inc.

AGENDA ITEM NO. H10.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2021

SUBMITTED BY: Mike Helfrich, Public Works

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Authorize the purchase of as-needed Engineering Services from Michael Baker International for a total of $300,000 in FY 2022.

RECOMMENDATION:

Authorize the purchase of as-needed Engineering Services from Michael Baker International for a total of $300,000 in FY 2022.

BACKGROUND:

Michael Baker International provides the City with Continuous Engineering Services. In October 2019, Michael Baker International was awarded a multi-year contract , after the City conducting an Request for Qualifications (RFQ) process that continues until October 2024. The City uses the engineering services from Michael Baker International for transportation and stormwater needs.

POLICY/PURPOSE:

To authorize the purchase of engineering services from Michael Baker International on an as-needed basis.

STRATEGIC PLAN RELEVANCE: Infrastructure Roadmap, Goal 1: Protect City assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION:

Public Works throughout the Fiscal Year will have various

transportation and stormwater improvement projects that will require engineering services. This Purchase Authority should cover the services for Fiscal Year 2022. The following are some of the proposed engineering services to be provided:

1. Pavement Condition Assessment
2. Various roadway and stormwater improvement engineering services
3. Various street end beautification engineering services
4. Beach Vegetation Monitoring

FUNDING:

Funding for the transportation and stormwater improvement projects are budgeted in various accounts in the General, Penny for Pinellas and Stormwater Funds within the approved Fiscal Year 2022 budget.

MOTION:

I move to approve and authorize the purchase of as-needed engineering services form Michael Baker International for total amount not to exceed $300,000 in FY 2022.

ATTACHMENTS:
108th 120th 126th Work Authorization

CITY OF TREASURE ISLAND, FLORIDA
DEPARTMENT OF PUBLIC WORKS
WORK ORDER INITIATION AND AUTHORIZATION FORM
Revision Number _____

Submittal Date: 09/21/2021 CTI Contract Number: 18-19-07 RFQ 2.2
Contractor Firm: Michael Baker International Inc. CTI Project Number:

PROJECT TITLE

108th, 120th, and 126th Avenue Improvements, Pavement Condition Assessment, Beach Vegetation Monitoring

SCOPE OF WORK

Perform the pre-design survey, pavement cores, conceptual design, final design, technical specifications, cost estimating, and construction administration for the improvements to 108th, 120th, and 126th Avenues. 120th Ave. also includes permitting for a new kayak launch. In addition, perform a Pavement Condition Assessment and Beach Vegetation Monitoring.

PROJECT GOALS

Provide permitting, construction documents and construction administration services to facilitate cost-effective, quality, and timely construction projects.

BUDGET

Michael Baker International, Inc. will provide these services and other services as required for a not to exceed sum of $300,00. Services are to be billed monthly or at project milestones. Any services beyond the scope of this proposal shall be negotiated separately as requested by the client.

STAFF ASSIGNMENTS

Nathan Parish, P.E., Project Manager III, Michael Baker
Nate Wilbur, P.E., Technical Consultant II, Michael Baker
Jay Gable, Environmental Specialist II

SPECIAL CONSIDERATIONS

The scope of work excludes bidding services and preparation of “front end” specifications. Permitting other than that described in the scope of work is excluded.

PREPARED BY:

Nathan Parish, P.E. 09/22/21
Date
Consultant
Michael Baker International, Inc.

APPROVED BY:

_____ _____
Date
City of Treasure Island
Michael S. Helfrich, P.E.

AGENDA ITEM NO. H11.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 5, 2021
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Award Piggy Back Contract for Utility Rehabilitation and Construction Services to TLC Diversified, Inc. and provide purchase authorization to the City Manager of up to $250,000 for Wastewater and Stormwater System repairs, on an as needed basis.
RECOMMENDATION:	It is recommended that the City Commission award a contract to TLC Diversified, Inc., and provide purchase authorization to the City Manager of up to $250,000 for Wastewater and Stormwater System repairs, on an as needed basis.
BACKGROUND:	In July 2018, the Public Works Department requested from the City Commission authorization to "piggy back" the City of Tarpon Springs "Utility Rehabilitation and Construction Services" contract with TLC Diversified, Inc. The July 2018 contract has expired and the Public Works Department is requesting authorization to proceed with the proposed "piggy back" with TLC Diversified, Inc. utilizing the City of Tarpon Springs "Utility Rehabilitation and Construction Services" dated April 13, 2021. The term of this contract is initially for three (3) years from bid award and may be extended for two (2) additional one-year periods.
POLICY/PURPOSE:	The purpose of this item is to award a piggy-back contract and provide purchase authorization to perform Wastewater and Stormwater System repairs.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION: In an effort to minimize costs, the Department of Public Works requests authorization to "piggy back" the City of Tarpon Springs "Utility Rehabilitation and Construction Services" contract with TLC Diversified, Inc. (See Exhibit 1). Staff is seeking purchase authorization to TLC Diversified in the amount up to $250,000 for various *Utilities Rehabilitation & Construction Services*, as needed.

FUNDING: Funding is included in the Fiscal Year 2022 budget within the Wastewater Fund account 420-5350-63000, 420-5350- 63450 and Stormwater Fund account 450-5380-63453 in the total amount of $250,000.

MOTION: I move to approve the "Piggy Back" Contract between the City of Treasure Island and TLC Diversified, Inc., for Utilities Rehabilitation & Construction Services and authorize expenditures totaling up to $250,000.

ATTACHMENTS:
Exhibit A -Piggyback Contract - SIGNED
Exhibit B - Executed Contract - 22-004
Exhibit C - Original Bid Document - 22-004
Exhibit D - Rate Sheet

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND TLC Diversified, Inc.

PERTAINING TO

Utility Rehab and Construction Services

CONTRACT NUMBER PB 22-004

This Contract is made and entered into on the _____ day of _____, 20_____ ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and corporate and organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 (**"CITY"**), and TLC Diversified, Inc., whose address is 2719 17th St. E. Palmetto, FL 34221 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal to City of Tarpon Springs for Utility Rehab and Construction Services in response to 210102-B-JL and subsequently entered into a contract dated April 13, 2021 with City of Tarpon Springs, as set forth in Exhibit A, the attached Contract Documents;

WHEREAS, the CONTRACTOR agreed to make available to the CITY the prices submitted should the CITY desire to buy under the terms and conditions of the City of Tarpon Springs Contract;

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for Utility Rehab and Construction Services in the City of Treasure Island and the City Commission desires to procure those services under the City of Tarpon Springs Contract; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants are set forth, which the parties hereto agree as follows:

1. RECITALS. The Recitals are true and correct and are incorporated herein.

2. SCOPE OF WORK. The Scope of Work is identified in the City of Tarpon Springs Contract, and the CONTRACTOR's scope of work with the CITY more specifically defined in Exhibit B attached hereto and incorporated herein.

3. CONTRACT TERMS.

   a. The Contract will consist of and include all of the agreement terms and conditions and component documents comprising the City of Tarpon Springs Contract. With exception of references to public entity City of Tarpon Springs, manuals, procedures, policies or departments, when the " City of Tarpon Springs " is mentioned in the City of Tarpon Springs Contract, per this Contract " City of Tarpon Springs " should be replaced with "CITY."

   b. CONTRACTOR agrees to furnish all labor, equipment, machine and the skill necessary for the entire work effort as set forth in the City of Tarpon Springs Contract to the satisfaction of the CITY or its duly authorized representative.

   c. The CITY agrees to pay the CONTRACTOR for services rendered in accordance with the primary structure set forth in the City of Tarpon Springs Contract and more particularly described in Exhibit B.

   d. Pursuant to Sec. 9 (Application for Payment) of Part A - Special Conditions of the City of Tarpon Springs Contract, invoices for City Work will be submitted to:

      The City of Treasure Island
      Attention: Accounts Payable
      120 108th Avenue
      Treasure Island, Florida 33706
      Phone: (727)-547-4575
      Fax: (727)-547-4582
      mmunger@mytreasureisland.org

   or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above. All notices required to be given to CONTRACTOR under this Contract will be sent to CONTRACTOR at the address first listed in this Contract or such other address as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above.

4. The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONTRACTOR agrees, to the extent

required by law, to keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

a. provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
b. ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
c. meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically will be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR's response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records will be a material breach 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 CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

5. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with section 448.095(2), Florida Statutes, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned

to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit state that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If the City has a good faith belief that the Contractor or subcontractor has knowingly violated section 448.09, Florida Statutes, it must terminate the Contract.

6. Miscellaneous

a. Entire Agreement. This Contract represents the entire agreement. No prior discussions or negotiations will be enforceable, unless included in this Contract.

b. Assignment; Amendment or Modification. This Contract is not assignable. Any modification to this Contract must be made in writing, executed by both Parties.

c. Governing Law; Effective Date. This Contract will be governed and construed in accordance with the laws of the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above identified venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Contract.

d. Nothing in this Contract will be interpreted as a waiver by the CITY of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the CITY expressly reserves these rights to the full extent allowed by law. This provision will survive completion or termination of this Contract.

e. It is understood and agreed by the Parties that if any part, term or provision of this Contract is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

f. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Contract will be deemed and treated as drafted jointly by all the

Parties. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any Party to the Contract, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.

g. All words used in this Contract in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Contract are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

h. Each of the Parties to this Contract covenants to the other Party to this Contract that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner set forth below.

i. This Contract must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written and remain in effect as provided in the City of Tarpon Springs Contract.

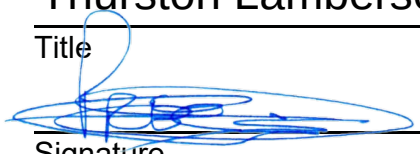
IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this Contract.

AS TO CONTRACTOR:

TLC Diversified, Inc.
Company Name

TLC Diversified, Inc.
Printed Name

Thurston Lamberson
Title


Signature

ATTEST:

_____
City Clerk

CITY OF TREASURE ISLAND, FLORIDA:

_____
Mayor

Approved as to form and sufficiency:

_____
City Attorney

CITY OF TARPON SPRINGS

UTILITIES REHAB & CONSTRUCTIONS SERVICES

TLC DIVERSIFIED, INC.

BID NO.: 210102-B-JL

AGREEMENT

THIS AGREEMENT, made and entered into on the 13 day of APRIL, 2021,

by and between TLC Diversified, Inc. (herein referred to as the "Contractor") and the City of Tarpon Springs, Florida (herein referred to as the "City").

WITNESSETH:

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Contractor Duties.

That the Contractor shall furnish material and perform work for:

Utility Rehabilitation and Construction Services

For the City of Tarpon Springs, Florida, and in full and complete accordance as provided by the following enumerated documents, ("Contract Documents") which are incorporated herein by reference and made a part hereof as if fully setout herein:

The Invitation for Bid No. 210102-B-JL and Addendums 1 ("Exhibit A")
The Contractor's Bid dated MARCH 4, 2021 ("Exhibit B")
Certificate of Insurance
Bid Bond

This instrument and any changes to the following documents agreed to by the parties hereto.

2. Term.

The term of this contract shall be for an initial period of three (3) years from bid award and may be extended for two (2) additional one (1) year periods if mutually agreeable by both the City and the Contractor.

3. Payment.

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with the unit prices contained within the Contractor's bid submittal and this Agreement ("Payment").

4. Amendments.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.

5. Severability.

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

6. Due Authority.

Each part to this Agreement represents and warrants to the other parties that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the parties on whose behalf they are executing.

City of Tarpon Springs:

By: _____
City Manager

ATTEST:

By: _____
City Clerk

(City Seal)

Contractor: TLC Diversified, Inc.

By: _____

Name: Thurston Lamberson

Title: PRESIDENT

ATTEST:

By: _____
Secretary
Joanne R Lamberson

(Corporate Seal)

Approved as to form:

By: _____
City Attorney

4/13/2021
Date

REMAINING PORTION INTENTIONALLY LEFT BLANK

(Acknowledgment of Contractor)

State of Florida)
County of Manatee) ss:
City of Palmetto)

The foregoing Agreement was acknowledged before me this 13 day of APRIL, _____, by Thurston Lamberson (Name and Title) of TLC Diversified, Inc. ("Company"), on behalf of the Company. He/She is personally known to me or has produced _____, as identification and appeared before me at the time of notarization.

Thurston Lamberson warrants that he/she is authorized by the Company to execute the foregoing Agreement.

(SEAL)

NOTARY PUBLIC: Taylor

TIFFANY TAYLOR
Notary Public - State of Florida
Commission # GG 269119
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

My commission expires: 12/2/22

CITY OF TARPON SPRINGS, FL

Procurement Services Department

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

INVITATION TO BID

UTILITY REHAB AND CONSTRUCTION SERVICES-REBID

Date: February 2, 2021
Bid No.: 210102-B-JL

Sealed bids will be received by the City of Tarpon Springs, Procurement Services Department, 324 East Pine Street , Tarpon Springs, FL 34689 (mailing address: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida 34688-5004), until:

3:00 p.m., Thursday, March 4, 2021

at which time bids will be publicly opened and read aloud for:

Project:	**Utility Rehab and Construction Services**
Bid No.:	**210102-B-JL**
Bid Bond:	**$20,000.00**
Performance & Payment Bonds:	**$500,000.00**

Bids and all addenda shall be available only through DemandStar/Onvia (www.demandstar.com).

Submission and Receipt of Bids

If you are interested in responding, please provide one original and one USB (flash-drive) copy of your bid to this office by the date and time indicted. The outside of your package must be clearly labeled with the bid number, title, bid opening date and time and the name and address of the bidder. PLEASE NOTE: The Post Office does not deliver mail to Procurement Services' physical location. City staff picks the mail up once a day. If a Bid package is sent via USPS EXPRESS MAIL, it may not be received in Procurement Services on time. Receipt by the Post Office prior to the deadline does not meet the City's deadline requirements. Bids must be received in Procurement Services at or before the specified time of opening. Bidders are welcome to attend; however no award will be made at this time. Facsimile bids will not be considered. Late bids will not be accepted. The City will not pay any costs incurred by bidders in the preparation of its bid. Bids may not be withdrawn for 90 days after bid opening.

Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

Explanations to Bidders

All questions or requests for additional information are required to be in writing and may be e-mailed to jlewis@ctsfl.us.

Questions must be submitted, in writing, not later than Thursday, February 18, 2021.

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this Invitation to Bid shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through DemandStar/Onvia should be considered for your bid submittal.

Compliance

Failure to comply with the ITB in full may be cause for rejection of bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

Rejection of Bids

The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB. The City reserves the right to waive minor informalities.

Ex-Parte Communication. In order to ensure fair evaluation of bids, ex parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to:

Jay Jackus, CPPO, CPPB
Procurement Services Director
City of Tarpon Springs
Procurement Services Department
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jjackus@ctsfl.us.

The City may, however, initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid. Ex parte communication initiated by a bidder may disqualify that bidder from consideration for this or future Invitations to Bid.

Jay Jackus, CPPO, CPPB
Procurement Services Director

JJ:jl
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PART A
SPECIAL CONDITIONS

1. General

The City of Tarpon Springs is soliciting bids from Contractors to provide underground utility rehabilitation and construction services. Work to be done on an "As needed" basis.

Bidders must bid on all items for the bid to be considered responsive. Award will be made based on low bid as described below The Procurement Services Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City.

The City will identify three (3) sample projects to be used to evaluate the bids. At the time of bid opening, prior to the first bid being opened, the City will reveal (from sealed parcel) the three (3) sample projects. Sample projects will be based upon various line items in the bid with sample quantities. During the bid evaluation, the unit prices from each bidder will be used to determine what their price on each sample project would be. The prices of all three (3) projects will be totaled and that will become the bidders overall bid for evaluation purposes.

The City may elect to award a single contract or to award multiple contracts for the same or similar supplies and/or services to two or more sources under this solicitation. Award of this bid will be made to Contractor(s) submitting the lowest and best bids for the three (3) sample projects. Work shall be distributed as equally as possible, with the Contractor(s) being used on a rotation basis (taking into consideration the dollar amount of each project and the minimum guaranteed dollar amount of work). Should the Contractor next up in rotation not be able to meet the City's timeframe for project completion, the City reserves the right to request a Work Order Proposal from the other awarded Contractor.

2. Contract Term

The term of this contract will be for a three (3) year initial period from the date of contract execution. The City reserves the right to extend this Agreement under the same terms and conditions for two (2) additional one-year (1-year) periods from the date of expiration provided such extension is mutually agreeable to both the City and Contactor(s). Total duration of this contract, including the exercise of renewal options, shall not exceed 66 months.

3. Issuance of Work Orders

A. Contract Administration

This contract for services will be administered via individual work orders/purchase orders based on the unit prices submitted by the Contractor and initiated by the request from the City of sequential work order proposals.

B. Work Orders

When the City Project Manager is satisfied with the work order proposal from the Contractor, they will request a purchase order for the project. The work order proposals, after approval, will become the work orders for each specified item of work. Subsequent to the issuance of a purchase order, the City's Project Manager will confirm the work order to the Contractor.

4. Work Order Proposal

Depending on the complexity of the work, the City will either provide the Contractor with a written scope of work or will request a work order proposal from the Contractor prior to the beginning of each work order. Upon notification, the Contractor shall acknowledge the request and be available for a meeting and/or site visit within three (3) working days. The Contractor shall provide a work order proposal, based on unit prices submitted in the Contractor's bid, within five (5) working days after the meeting and/or site visit.

As part of the price proposal, the Contractor shall also provide a construction schedule for completion of the work. Upon confirmation of the work order, the Contractor will commence the work and proceed in accordance with the work order schedule.

The amount specified on an individual work order proposal constitutes the total compensation payable to the Contractor performing the specified work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at their expense without change in the work order price. The work order price may only be changed by written revision to the work order authorized by the City's Project Manager. After a purchase order has been issued to the Contractor, it may be revised only for increases or decreases in work (or changes in scope) beyond that shown in the original work order scope as determined by the project manager. If, in the project manager's opinion, increases or decreases in work or changes to scope and/or time are required, the Contractor must provide a proposal for the same. The project manager will review the Contractor's proposal and, if approved, will request a new purchase order to cover said changes or request an amendment to the current purchase order.

If the Contractor desires to make a claim for a change in the price or time of an authorized work order, then any such claim shall be in writing and delivered to the City's Project Manager within fifteen (15) calendar days of the occurrence of the event, which is causing the claim. The City's Project Manager shall approve all claims for adjustment in the work order price or time. An amended work order/purchase order shall reflect adjustments.

5. Emergency Work

In the event of an emergency, the City will contact the Contractor next up in rotation to request a work order proposal. Upon notification, the Contractor shall acknowledge the request and be available for a meeting and/or site visit within 24 hours. The Contractor shall provide a work order proposal, based on unit prices submitted in the Contractor's bid, within two (2) calendar days after the meeting and/or site visit. If the Contractor next up in rotation is unable to meet this timeline, the City will contact the other awarded

Contractor. If both are unable to meet the required timeline, or if it is determined that it is the best interest of the City to contract with an alternate Contractor, the City reserves the right to do so.

If the City chooses to award the work to one of the awarded Contractors, that Contractor can add the pay item for “Emergency Work Premium” to their work order proposal.

6. Florida Trench Safety Act

The Contractor shall comply with Florida Trench Safety Act and OSHA Standards, and any other applicable law, rule, statute or regulation governing the work to be performed.

7. Out of Scope Services

When preparing a work order proposal, if it is known or reasonably anticipated at the time that there are necessary **items of construction that are not included on the price sheets of the bid** or, during the course of executing a work order, the Contractor determines there are necessary items of construction that are not included on the price sheets of the bid, then the Contractor should submit an "out of scope" proposal to the project manager. The "out of scope" proposal shall contain all necessary costs, expenses and time; the City shall not be obligated in any event for payment over the amounts identified in the proposal. Upon approval by the project manager, a request shall be made to Procurement Services for an "out of scope" purchase order. After the purchase order is issued, the City’s Project Manager will issue a notice to commence for the "out of scope" services. “Out of Scope” services **shall not exceed ten percent (10%)** of the Work Order Proposal without approval of the Procurement Services Director.

8. Provisions for Direct Purchase of Materials

When a work order proposal is submitted to Procurement Services for issuance of the purchase order, they will review the items within the proposal to determine if it is in the best interest of the City to issue a purchase order for any or all of the materials that are included. Should one or more items be identified for issuance of a purchase order, Procurement Services will advise the Contractor of the items selected and provide a copy of the purchase order issued. The prices that will be used to issue the purchase order will be unit prices provided by the Contractor after the bid has been awarded, less sales tax. The delivery of these materials will be made the same as though the Contractor ordered them. The coordination of the delivery, the receipt of the materials and the maintenance and safekeeping of the materials shall be the sole responsibility of the Contractor.

9. Application for Payment

Should the duration of the project be less than one (1) month, the Contractor should submit one (1) application for payment when the work is completed. For projects with duration greater than one (1) month, payment applications should then be submitted at the end of each month until the project is completed. The request for payment should only contain line items from the approved work order (both in-scope services and out-of-

scope services) that have been completed. The City will issue one purchase order for both “in-scope” and “out-of-scope” work. Each pay request shall make reference to the corresponding purchase order number. Final applications for all projects MUST be marked “FINAL”.

10. Existing Utilities

Where existing utility lines are intersected by proposed repairs, the Contractor shall give a minimum of forty-eight (48) hours’ notice to the owners of such utilities to permit them to locate their lines prior to construction. Per Chapter 556, Florida Statutes, Sunshine 811 shall be contacted at 1-800-432-4770 at least two (2) business days prior to the start of excavation. Utilities which are not members of the Utility Notification Center shall be contacted individually by the Contractor. It will be the Contractors responsibility to preserve existing utilities. Any damage to utilities which, in the City Project Manager’s professional opinion, is caused by carelessness on the part of the Contractor, shall be repaired at the Contractors expense.

11. Utility Disruption Caused by Contractor

Known or Field Located Utilities

In the event that the Contractor or their subcontractor during the execution of the work breaks any known or field located pressure or gravity main identified under Sunshine One-Call guidelines, causing the disruption of service and/or an eminent hazard, it shall be the responsibility of the contractor/subcontractor to immediately notify City’s Project Manager at the designated emergency telephone number and immediately undertake measures to repair the damaged utility. To that effect, the Contractor/subcontractor shall ascertain prior to initiating the work he has on hand the necessary repairing parts, tools, equipment and labor without any delays carry out the repair work. City’s Project Manager shall witness repair work, at the City’s discretion.

If the Contractor/subcontractor estimates or determines that they are not going to be able to restore service within a less than two (2) hour period, the Contractor shall immediately contact the City’s Project Manager to initiate the repair. The City’s Project Manager will coordinate the repair work and will back charge the Contractor. The City’s Project Manager will submit an itemized bill within 30 calendar days from the occurrence of the event.

Unknown or inaccurately located utilities

If the utility was not field located or it was inaccurately located in accordance with the prescribed procedures under the Sunshine State One-Call guidelines and the Contractor/subcontractor caused a line break during the execution of the work, the same notification procedure as above must be followed. The City’s Project Manager will coordinate the repair work at no cost to the contractor.

12. Salvage

Unless identified by the City prior to work, all existing pipe, materials, and appurtenances removed by the Contractor shall become the property of the Contractor and shall be removed away from the site of the work to an approved disposal site.

13. Field Layout

The City will identify the street addresses and/or general location of the repair, along with other pertinent information, as required and available. If there is evidence of the defect visible from the surface, such as a depression, the Contractor shall center their excavation on the evidence. If there is any question as to the general location described by the City, the Contractor shall approach the City's Project Manager and address the questions before beginning with the excavation.

Each step of construction is subject to approval by the City's Project Manager prior to proceeding with a subsequent step; however, this shall not relieve the Contractor of the responsibility for delivering a project completed in conformance with the details, specifications, and guarantees as stipulated elsewhere.

14. Acceptance of the Work

Within ten (10) calendar days of completion of the work, a post-construction meeting will be scheduled. Attendees will include the project manager, City representatives and the Contractor. At such time, an inspection walk-through will be done for verification of completeness and quality of the work. The Contractor shall replace any workmanship or product found to be defective without additional charge to the City. The defective work shall be completed in an expedient and reasonable time frame but will not exceed 30 calendar days.

15. Construction Requirements

a. The Contractor is required to provide all necessary permits prior to construction. Fees for City of Tarpon Spring permits will be waived if the Contractor obtains these permits prior to construction. Fees will be charged to the Contractor if he neglects to obtain permits prior to construction. Any penalty fees collectable by the City of Tarpon Springs shall NOT be waived.

b. Work shall not start until the Contractor has all of the necessary permits from the appropriate governing regulatory agencies.

c. The Contractor shall contact "Sunshine 811" two (2) business days prior to performing any excavation.

d. The Contractor shall perform all work in accordance with the City's Standard Technical Specifications and Standard Details (electronic copy available HERE).

e. The Contractor shall provide all structures, safety equipment, and professional service required to provide for the health and safety of the general public and of personnel involved in the work in accordance with the requirements of federal, state, and local authorities.

f. The Contractor shall take all measures necessary to protect surrounding public and private property, adjacent buildings, roads, drives, sidewalks, drains, sewers, utilities, trees, mail boxes, landscaping, structures, poles and appurtenances from damage due to the work. Responsibility and payment for correction of such damage shall be the sole responsibility of the Contractor.

g. The Contractor shall be responsible for the protection of nearby bodies of water from impacts caused by erosion or siltation. Protective measures shall include but not be limited to the installation of silt barriers and/or hay bales. Payment for this item shall be included in the unit price in the bid.

16. Project Schedule

Any work performed under this contract shall be on a per Work Order basis. Any liquidated damages assessed will be on a Work Order basis.

17. Execution of Work

The Contractor shall prosecute the work continuously in such a manner and in such order of precedence as may be directed by the City in order to meet the specified dates.

18. Guarantees

The Contractor guarantees that all workmanship, materials, equipment, or any components thereof provided by the Contractor which fail, within a minimum of one (1) year after acceptance by the City shall be replaced by the Contractor without further cost to the City. If the Contractor is unable or unwilling to produce the required work needed to remedy the failure, the City reserves the right to complete the repairs at the expense of the Contractor.

19. Corrective Work

Should the work during the guarantee period require corrective work due to faulty workmanship or materials; or should the materials as supplied or as installed require corrective work, the City after 30 calendar days from notification to the Contractor will proceed as follows:

a. If the City's time schedule permits, the Contractor will be allowed to perform the corrective work and bear all costs.

b. If the City's time schedule does not permit the action described above, or if the Contractor refuses or neglects to take immediate action, the City shall have the right to perform the corrective work, exercising due care to ensure the lowest possible expense, and the Contractor shall reimburse the City for the cost of the corrective work.

20. Codes and Regulations

a. All materials and equipment shall be in accordance with any and all applicable federal, state, and local codes, laws, and ordinances in effect at the job site. All of the above referenced codes, laws, and ordinances shall take precedence over these specifications in case of any conflict. All such conflicts shall be referred to the City for adjudication.

b. The following industry, association, and government codes and standards shall be followed as applicable to the design, fabrication, assembly, installation, and testing of all materials and equipment furnished under this specification:

AASHTO	American Association of State Highway & Transportation Officials
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FM	Factory Mutual
IEEE	Institute of Electrical and Electronics Engineers
NACE	National Association of Corrosion Engineers
NASSCO	National Association of Sewer Service Companies
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Administration
SBCC	Southern Building Code Congress
SSPC	Structural Steel Painting Council
UL	Underwriters Laboratories

21. Budget

The City guarantees a minimum of $25,000.00 in work to be awarded to the successful Contractor(s) during the first year of this contract.

PART B
TECHNICAL SPECIFICATIONS

1. Bypass Pumping

   a. The Contractor shall maintain uninterrupted wastewater service during the entire bypass process. The City and the Contractor will mutually agree in cases where a high risk for a sewer overflow exists for the Contractor to provide a backup pump on site during bypass pumping operations. The backup pump shall be capable of being placed into operation within 15 minutes should be the primary pump fail. The backup pump shall have the same pumping capability as the primary bypass pump.

   b. The Contractor shall ensure that bypass pumping does not adversely affect the downstream wastewater collection and treatment system. Specifically, the Contractor shall ensure bypass pumping volumes and rates do not overflow the downstream structures such as pump station, manholes, laterals, etc. Precautions shall be taken by the Contractor to prevent the introduction of any foreign matter into the sanitary system during the preparation and coating application process.

   c. The Contractor will coordinate with the City's Project Manager to ensure notification to the Wastewater Treatment Plant of any bypass pumping necessary.

   d. The Contractor shall ensure noise generated from pump(s) is suppressed so as not to disturb residents after working hours. The pumps to be utilized shall be of the Quiet Zone type with the total sound enclosure. The maximum acceptable sound pressure level (SPL) shall not exceed 64.15 dB (A)@23 feet, operating at 1800 rpm, full load (pumping).

   e. During the day, when low flow conditions allows the installation of sewer plugs, as approved by the City, in lieu of bypassing setups, the Contractor shall monitor upstream manholes or lift station at all times as to ensure the prevention of any sewer overflows. The use of sewer plugs for contractor unattended period of times is strictly prohibited.

   f. Bypass discharge piping shall be of the plastic rigid type such as PVC or HDPE with leak proof joints.

PART C
MEASURE AND PAYMENT

1.0 General

Measurement and payment shall be based upon completed work performed in strict accordance with the drawings, specifications and the pay item schedule.

Each unit price stated shall constitute full compensation as herein specified for each item of work complete, in place, and ready for use and operation in accordance with the drawings and specifications.

The descriptions in the following sections generally define the work tasks, materials, etc., associated with each pay item listing. This information is provided to assist the Contractor in assigning and accounting for costs associated with each pay item. Notwithstanding this, it is the Contractor's sole responsibility to fully define and establish the cost for each item and the work in its entirety.

Payment shall be only for accepted work furnished and installed.

1.01 Restoration (Grassing, by Seeding and Mulching, and Sodding)

The grassing bid item describes measurement and payment for grassing of completed construction areas by planting grass seed.

Grassing shall be measured on a square yard basis of the area installed according to the drawings or where directed by the City. The unit bid price includes ground preparation, seed application of the seed and mulching, applying, cutting in, rolling, and anchoring (where required) of the mulch material.

Mulch material: mulch material will be measured by the ton as measured by truck scales at the job site; or by other means acceptable to the project manager. Payment will be at the unit bid price shown on the proposal. When green mulch is furnished, instead of dry mulch, the unit bid price will be reduced twenty percent (20%) to account for the higher moisture content.

Seeding and mulching: seeding and mulching will be measured on a square yard basis of the area installed according to the drawings or where directed by the project manager. The unit bid price includes ground preparation; application of the seed; and applying, cutting in, rolling and anchoring (where required) of the mulch material.

Fertilizer and limestone: fertilizer and dolomitic limestone will be measured by the ton installed, according to bag weight delivered; by scale weight when bulk fertilizer or limestone is used; or by other means approved by the project manager. The unit price includes furnishing and applying the material. The Contractor shall use the recommended spreading rate shown on the plans to determine this quantity.

Payment for grassing will be on a unit price basis for each component shown on the proposal. The unit bid price shall include all related miscellaneous item of work required to establish a healthy stand of grass in the designated areas. This shall include watering.

The sodding pay item describes measurement and payment for grassing of completed construction areas by planting sod.

Sodding: measurement of sodding will be on a square yard basis for the area of sod installed where shown on the drawings; or where directed by the City. Sod will be paid for on the basis of type, and area installed, as shown on the proposal. The unit bid price is for sod, rolling, mowing and any other measure necessary to establish and maintain a healthy stand of grass until the City accepts the work. This shall include watering.

No payment will be made for the installation of sod where the Contractor disturbs existing lawn areas during the performance of the work. New sod shall be installed where existing lawn areas are disturbed by the operations of the Contractor. Installation of sod shall be considered a subsidiary obligation of the Contractor and all costs associated therewith shall be included in the unit and lump sum unit prices. This means that if the Contractor disturbs lawns outside the construction area, the Contractor will repair it to as good or better condition than before damage was incurred, at no cost to the City.

Brick Streets: This measure and payment item describes the work done to restore brick roadways (disturbed due to work completed) in accordance with the Brick Surface Roadway Detail attached herein.

Measurement and payment will be based upon the square foot and will include all materials, equipment, and labor necessary to remove, store, and restore brick roadway segments disturbed due to work done in the roadway. Payment will includes costs for up to 30% new brick installation due to original bricks being unusable.

Cost for any new brick needed in excess of the 30% shall be negotiated between the City and the Contract and will be considered an “out of scope” item.

1.02 Control and Abatement of Erosion and Water Pollution

This bid item describes measurement and payment for construction of temporary and permanent erosion control features to protect the work areas and adjacent property.

The quantities to be paid for under this item, installed where shown on the plans or where directed by the City, shall be per cubic yard for sand bagging; per each for baled hay filter sock or log and staked hay; and the length, in feet, of staked silt fence.

Measurement will be according to length actually installed.

Payment will be according to the unit quantity and material as set forth in the proposal. The unit bid price includes furnishing and installing material, routine maintenance, mowing and removal of temporary erosion control features upon completion of construction.

1.03 Earthwork and Related Operations

This bid item shall conform to the requirements of Section 120 of the FDOT Specifications, except as amended in the City of Tarpon Springs Standard Technical Specifications.

Excavation of unsuitable material: describes measure and payment for removal of muck, clay, rock and all other types of unsuitable material. Includes hauling off and disposing off-site as well as the supply, placement, and compaction of fill material as replacement for unsuitable material.

Borrow: describes measure and payment for the amount of material actually furnished as determined by field measurement of the compacted in-place material and accepted by City.

Clearing and grubbing: describes measure and payment for removal and disposal of trees, snags, stumps, shrubs, brush, limbs, and other vegetative growth. Contractor will remove all evidence of their presence from the surface including sticks and branches greater than 1-inch in diameter or thickness. Remove and dispose of trash piles and rubbish. Protect trees, shrubs, other vegetative growth and fencing which are not designated for removal.

After clearing, remove and dispose of wood or root matter including stumps, trunks, roots, or root systems greater than 1-inch in diameter or thickness to a depth of 12 inches below the ground surface.

1.04 Asphaltic Concrete

This bid item provides for reimbursement of the actual cubic yards installed of Superpave Asphalt Base, Type B-12.5 [the Contractor may use SP-12.5 (Traffic Level B or C) in lieu of Type B-12.5, at no additional cost to the City] at the thickness specified in the applicable pay item

1.05 Milling

This bid item shall conform to the City of Tarpon Springs Standard Technical Specifications and provides for reimbursement of the actual square yards of milling of the various materials at a thickness not to exceed 1”.

1.06 Crushed Concrete Base

This bid item provides for reimbursement of the actual cubic yards installed of crushed concrete base, installed at the thickness specified in the pay item.

1.07 Roadway Density Test

This bid item provides reimbursement of the cost of a roadway density tests. Copies of the tests shall be presented with the application for payment. Should any test indicate that any portion of the materials or workmanship does not comply with the City of Tarpon Springs Standard Technical Specifications, a re-test shall be performed at the expense of the Contractor. The City shall pay for the “passing” test ONLY.

1.08 Proctor

This bid item provides reimbursement of the cost for proctors. The unit bid price includes labor, materials and necessary equipment.

1.09 Concrete

This bid item provides reimbursement for the cost of actual cubic yards, square yards, or linear feet (depending on use) of concrete installed at the thickness and as specified in the pay item.

Class I concrete and miscellaneous concrete to be paid by cubic yard.

Concrete sidewalk (either 4" or 6") to be paid by square yard.

Curb and gutters to be paid by linear feet.

1.10 Riprap

This bid item provides reimbursement for the cost of actual cubic yards of riprap used as specified in the pay item.

1.11 Flowable Fill

This bid item describes the measure and payment for flowable fill material utilized for roadway repair in accordance with FDOT Specification No. 400-9.

The quantity of flowable fill to be paid for under this bid item shall be the area, in cubic yards, acceptably installed to the limits and dimensions shown on the drawings. The volume to be paid shall be based on the dimensions shown on the drawings.

1.12 Remove and Dispose of Existing Asphalt and Concrete

This bid item describes the measure and payment for removing and disposing of existing asphalt and concrete. All material to be removed and disposed of in accordance with state and local guidelines.

1.13 Traffic Control Devices

Traffic control devices include barricades, arrow boards, signs, temporary pavement markers, lights and temporary striping.

For all devices the following applies:

PH = per hour calculated to the closest 15 minutes.

ED = each day calculated by rounding up to the next full day.

All travel, overhead or any other associated expenses in transportation and setting out will be included in the price. Time is calculated by actual time of persons or equipment on the job site.

Traffic Control – The Contractor shall notify the appropriate agencies a minimum of two (2) working days prior to any construction affecting traffic flow. As a minimum, traffic control shall 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. Failure or refusal, on the part of the Contractor, to install, maintain, and/or position traffic control devices or barriers promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours' notice, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All

costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any money due, or which may become due them, or shall be charged against the contract bond. Any work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by them.

1.14 Maintenance of Traffic (MOT) – Multi-Lane

This bid item describes the measure and payment of maintenance of traffic that is not included in other pay items or where MOT is designated by an Engineer to be beyond the scope of the other pay items. This work consists of maintaining traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. It shall include labor and equipment to furnishing, installing and maintaining of traffic control and safety devices during construction; it shall include the construction and maintenance of any necessary detour facilities; providing necessary facilities for access to residences, businesses, pedestrian, schools, etc., control of dust and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term, Maintenance of Traffic, shall include all such facilities, devices and operations as are required for the safety and convenience of the public, as well as for minimizing public nuisance. The Contractor, however, shall not obstruct nor create a hazard to any traffic during the performance of the work and shall be responsible for repair of any damage to existing pavement or facilities caused by their operations. Traffic Control Devices include all types of barricades, arrow boards, signs, temporary pavement markers, lights, concrete barriers and permanent striping. All travel, equipment, labor overhead or any other associated expenses in transportation and setting up the MOT will be included in the price.

Measurement will be measured as EACH DAY completed and priced on an individual project basis. The minimum measurement is eight (8) hours or 0.333 days and is measured from the time that the MOT set up is actually completed. This eight (8) hour minimum (0.333 days) includes full compensation for set up and operation for up to the first eight (8) hour period. Additional time will be in tenths of the day or twenty-four (24) hour period. The lump sum price for each assignment will be based on the specific MOT requirements for the assignment. The Contractor shall provide the Project Manager with a proposal for the MOT that includes a breakdown of the costs, which are included in the lump sum price, and receive written acceptance from the Project Manager prior to the installation of the MOT.

Payment shall be on an individual basis for each item as set forth on the bid form. The unit bid price shall be full compensation for furnishing, proper set up, maintenance and removal of the items listed on the bid form.

1.15 Concrete Pipe and Corrugated Metal Pipe

This bid item describes the measure and payment for concrete pipe (round and elliptical) and corrugated metal pipe. The quantity to be paid for under this item is the length, in linear feet, of pipe acceptably installed at the diameter specified in the pay item.

1.16 PVC Pipe for Water, Reclaimed Water and Force Mains

This bid item describes the measure and payment for polyvinyl chloride (PVC) pipe. The quantity to be paid for this under this item is the length, in feet, of piping acceptably installed to the limits shown on the drawings or where directed by the City.

Measurement will be horizontally, above the center of the pipe, and includes the length of any valve or fittings. Measurement shall be to the nearest foot.

The unit price includes furnishing and installing all materials above and below ground pipeline alignment; joints and jointing materials; stripping, and trenching, including exploratory excavation; bedding and backfill; constructing the specified protection; adjusting of existing aboveground and underground utilities, including mailboxes.

Water mains shall be color-coded blue, reclaimed mains shall be color-coded pantone purple, and sanitary sewer mains shall be color-coded green. All others shall be in accordance with Ten State Standards. For PVC mains, color shall be an integral part of the pipe material.

The unit price includes furnishing and installing chlorine injection points, temporary blow-off assemblies and all other related materials required to perform disinfecting, and hydrostatic (pressure) testing, in accordance with AWWA Technical Specifications.

1.17 High Density Polyethylene (HDPE) Pipe

This bid item describes the measure and payment for High Density Polyethylene (HDPE) pipe. The quantity to be paid for this under this item is the length, in feet, of piping acceptably installed to the limits shown on the drawings or where directed by the City.

Measurement will be horizontally, above the center of the pipe, and includes the length of any valve or fittings. Measurement shall be to the nearest foot.

The unit price includes furnishing and installing all materials above and below ground pipeline alignment; joints and jointing materials; stripping, and trenching, including exploratory excavation; bedding and backfill; constructing the specified protection; adjusting of existing aboveground and underground utilities, including mailboxes.

Water mains shall be color-coded blue, reclaimed mains shall be color-coded pantone purple, and sanitary sewer mains shall be color-coded green. All others shall be in accordance with Ten State Standards.

The unit price includes furnishing and installing chlorine injection points, temporary blow-off assemblies and all other related materials required to perform disinfecting, and hydrostatic (pressure) testing, in accordance with AWWA Technical Specifications.

1.18 Ductile Iron Pipe for Water, Reclaimed Water, Gravity and Force Mains

This bid item describes the measure and payment for ductile iron pipe. The quantity to be paid for under this item is the length in feet of piping acceptably installed to the limits shown on the drawings or where directed by the City.

Measurement will be horizontally, above the center of the pipe, and includes the length of any valve or fittings. Measurement shall be to the nearest foot.

The unit price includes furnishing and installing all pipe, vinyl identification tape, metallic detectable tape and materials above and below ground pipeline alignment; joints and jointing materials; stripping and trenching, including exploratory excavation; bedding and backfill;

constructing the specified protection and adjusting of existing aboveground and underground utilities, including mail boxes.

The unit price includes furnishing and installing chlorine injection points, temporary blow-off assemblies and all other related materials required to perform disinfection, and hydrostatic (pressure) testing, in accordance with AWWA Technical Specifications.

1.19 Ductile Iron Pipe Fittings for Water and Wastewater Mains

This bid item describes measurement and payment for ductile iron pipe fittings used in the construction and adjustment of water and wastewater mains, if separate payments for fittings are called for. This bid item includes, but is not limited to, tees, crosses, plugs and caps, and reducers and increasers.

Payment will be according to per pound bags. The unit price includes furnishing and installing all fittings and materials above or below ground along the pipeline alignment; joints and jointing materials. The bid does not include ductile iron pipe.

1.20 Valve and Valve Boxes

This bid item describes measurement and payment for valves of various types and valve boxes for water and wastewater pipelines. The quantity to be paid for under this item is the number of valves acceptably installed where shown on the drawings or where directed by the City.

Measurement will be on an individual basis for each type of valve.

1.21 Directional Boring

This bid item describes the measure and payment for directional boring in accordance with FDOT Specifications, Sections 555-7 and 555-8. To be paid by linear feet.

1.22 Blowoff Assembly

This bid item describes measurement and payment for the installation of blowoff assemblies as described in the City of Tarpon Springs Standard Details, Index W-19.

Measurement will be on an individual basis for each blowoff assembly installed.

Payment – the bid price includes furnishing and installing restrained joint gate valve, valve box and valve pad, valve stem extension, tapped cap, thrust block, pipe with gate valve, fittings and end cap, meter box, crushed stone, testing, labor, materials, and equipment required to install the blowoff assembly, excavation and backfill.

1.23 Fire Hydrant and Valve Assembly

This bid item describes measurement and payment for installing new fire hydrant and valve assemblies on existing and proposed water mains, replacement on existing water mains and for relocating and adjusting existing fire hydrants. The quantity to be paid for under this item is the number of hydrant and valve assemblies acceptably, installed or relocated to the limits shown on the drawings or where directed by the City.

Measurement will be on an individual basis for each hydrant and valve assembly, including disinfection and hydrostatic (pressure) testing, in accordance with AWWA Technical Specifications.

1.24 Thrust Block (Pre-Cast and Cast-in-Place)

Pre-Cast: this bid item describes measurement and payment for furnishing and installing pre-cast thrust blocks on water, reclaimed water, and force mains. The quantity to be paid for under this item is the number of pre-cast thrust blocks installed where shown on the drawings or directed by the City.

Measurement will be on a “per each” basis.

Cast-in place: this bid item describes measurement and payment for pouring and installing cast-in-place thrust blocks on water, reclaimed water, and force mains.

Measurement will be on a cubic yard basis.

1.25 Restrained Joint Devices

This bid item describes measurement and payment for installing restrained joint devices on water, reclaimed water, and force mains. The quantity to be paid for under this item is the number of restrained joint devices installed where shown on the drawings or where directed by the City.

Measurement will be on an individual basis for each restrained joint device installed.

Payment will be according to the size of the pipeline, and the type of restrained joint device, as set forth in the proposal. The unit bid price includes furnishing and installing the restrained joint device.

1.26 Tapping Sleeve and Valve

This bid item describes measurement and payment for the installation of tapping sleeve and valves on existing water and wastewater pipeline, under pressure at the time of installation. The quantity to be paid for under this item is the number of sleeves and valve acceptably installed where shown on the drawings or as directed by the City.

Payment will be according to the diameter of the branch and run of the sleeve and the diameter of the tapping valve, as set forth on the proposal. The unit bid price includes furnishing and installing the tapping sleeve and valve, labor, materials, and equipment required to install the tapping sleeve and valve.

1.27 Initial Excavation

This bid item provides all labor, equipment and material for mobilization, delivery and set up of excavation equipment and excavation for the installation of the first 25 linear feet of new gravity sewer pipe, or the excavation and exposing up to the first 25 linear feet of existing pipe as measured in the horizontal plan view. This bid item also includes trench box, non-well point dewatering, crushed stone if required by the Contractor for stabilization, hand cleaning of the

pipe and observation of its condition, realignment of misaligned pipe, protection of existing utilities and backfilling, including irrigation sprinkler system protection and restoration.

Excavation in excess of 25 linear feet will be paid for under contract pay item 1.28.

The quantity to be measured for payment under this pay item will be one (1) initial excavation per work order for the installation of new pipe or the actual number of such initial excavations made in conjunction with pipe repair at the various cut ranges listed in the proposal.

The cut for initial excavation shall be the average of the pipe cut (grade elevation minus the pipe invert elevation) measured at each end of the trench that measures 25 feet in length or less.

The following items, if specified or directed, will be paid for under other contract pay items; new gravity sewer pipe, pipe repair, well point de-watering, by-pass pumping, surface restoration, sheeting (removed or left in place), and additional excavation.

1.28 Additional Excavation

This bid item provides for excavation for the installation of new pipe, and the excavation and exposing existing pipe as measured in the horizontal plan view in excess of the 25 linear feet specified in contract pay item 1.27. This pay item is applicable only in conjunction with, and includes the same work as listed in, contract pay item 1.27, except mobilization and that measurement and payment will be made on a per foot basis.

Measurement will be horizontally, above the center of the pipe excavation, less the 25 linear feet paid for in contract pay item 1.27.

The cut for additional excavation shall be the average of the pipe cut (grade elevation minus the pipe invert elevation) measured at each end of the trench.

1.29 Sheeting – Left in Place

This bid item provides for all labor, equipment and materials to furnish timber or steel sheeting as required and approved by City Project Manager to be left in place. The work includes cutting the sheeting at the elevation specified or directed. The work doesn't include installation of the sheeting, which is part of the work under item 1.27, as applicable.

The quantity to be measured for payment under this bid item will be the actual area in square feet of sheeting to be left in place between 18-inches below grade and three (3) feet below the bottom of the pipe or structure.

1.30 Sheeting - Removed

This bid item provides for all labor, equipment and materials to install, extract, and retrieve timber or steel sheeting as required and approved by City Project Manager for a particular excavation. Sheeting not approved by the City Project Manager will be included under Pay Item 1.27 and 1.28 and is not included in the work under this Pay Item.

The quantity to be measured for payment under this bid item will be the actual area in square feet of sheeting approved by the City installed between 18-inches below grade and three (3) feet below the bottom of the pipe or structure.

1.31 Dewatering - Initial

Payment for initial dewatering shall be made as listed on the bid sheet for the various depths. Payment includes necessary labor, equipment, and materials and equipment for the mobilization, set up and operation of dewatering pumping equipment, including up to twelve (12) well points. When directed by the City Project Manager, the well point dewatering will stabilize the trench bottom and remain in operation until backfill operations are complete.

The quantity to be measured for payment under this Pay item will be the actual number of such systems placed in the work, as directed by the City Project Manager, for the various cuts listed in the Work Order.

1.32 Bypass System

Payment for bypass pump shall be made for the items listed on the bid sheet. Payment for these items shall be per the unit listed for each item, respectively, furnished, installed, operated and maintained to properly bypass for the day of set-up and up to 3 additional days. If project is expected to have more than a total of 4 days of bypass pumping, both lines will be charged. Payment includes mobilization, necessary labor, equipment, and materials necessary to provide, install, maintain, operate and remove the required bypass pump. The City, its agent, and Contractor will cooperatively select the discharge rate needed for bypass pumping.

Payment for pump set up shall be to furnish and set up a pump. The quantity shall be the total number of pump set ups required. Payment for pump operation and maintenance shall be to properly operate and maintain the pump. Measurement for payment of this item shall be per day the pump is needed for bypassing.

For reclaimed water, potable water systems, or sanitary sewer systems, the rigid pipe shall be capable of handling at least 100-psi operation pressure and 30” of vacuum.

1.33 PVC Pipe for Gravity Sanitary Sewer

This bid item describes measurement and payment for PVC, for construction and adjustment of gravity sanitary sewers. The quantity to be paid for under this item is the length in feet of pipe acceptably installed to the limits shown on the drawings or where directed by the City.

Measurement will be horizontally above the center of the pipe and includes the length of any fittings.

Payment will be according to the diameter, thickness class, and type of joint, as set forth on the proposal. The unit bid price includes furnishing and installing all pipe, materials and labor along the pipeline alignment, magnetic identification tape, joints and jointing materials, stripping, and trenching, including exploratory excavation; bedding and backfill; constructing the specified protection and adjusting of existing aboveground and underground utilities and service connections, and work and equipment required to construct a complete, operable pipeline.

1.34 Ductile Iron Pipe for Gravity Sewer

This bid item describes the measure and payment for ductile iron pipe for gravity sewer. The quantity to be paid for under this item is the length in feet of piping acceptably installed to the limits shown on the drawings or where directed by the City.

Measurement will be horizontally, above the center of the pipe, and includes the length of any valve or fittings. Measurement shall be to the nearest foot.

The unit price includes furnishing and installing all pipe, vinyl identification tape, metallic detectable tape and materials above and below ground pipeline alignment; joints and jointing materials; stripping and trenching, including exploratory excavation; bedding and backfill; constructing the specified protection and adjusting of existing aboveground and underground utilities, including mail boxes.

1.35 PVC Sewer Fittings

This bid item describes measurement and payment for PVC pipe fittings used in the construction of sewer mains and laterals. The quantity to be paid for under this item will be the actual number of fittings acceptably installed as shown on the drawings. This bid item includes, but is not limited to, wyes, bends, tees, plugs, caps and clean out assemblies.

Payment will be according to the diameter and type of fittings as set forth on the proposal. The unit price includes furnishing and installing all fittings and materials above or below ground along the pipeline alignment; joints and jointing materials.

1.36 Remove Existing Manhole

This bid item provides all labor, equipment and materials necessary to remove an existing manhole in accordance with the diameter and depth as shown on pay item.

1.37 Manhole Drop Connection (Outside)

This bid item provides all labor, equipment and materials for building manhole outside connection as per City of Tarpon Springs Standard Details, Index SS-03.

1.38 Manhole Drop Connection (Inside)

This bid item provides for all labor, equipment and material to make a connection in the manhole wall as per City of Tarpon Springs Standard Technical Specifications. This work includes coring the proper size hole, a water stop or core and seal boot connection, all interior piping, drop bowl and any masonry or concrete and coatings patching required to complete a repair connection to an existing manhole, gravity or force main.

1.39 Removal of existing pipelines – nonhazardous

This bid item provides all labor, equipment and materials necessary for the removal of existing pipelines in accordance with the diameters as shown on the pay item.

Payment to be by linear feet.

1.40 Grouting and Abandonment of Existing Pipeline

This bid item provides all labor, equipment and materials necessary for the grouting and abandonment of existing pipelines in accordance with the diameters as shown on the pay item.

Payment to be by linear feet.

1.41 Sanitary Sewer Manhole - Installation

This bid item provides all labor, equipment and materials for the excavation and installation of new manholes with pre-cast manholes, with frames and covers. The quantity paid for under this item is the number of manholes acceptably installed where shown on the drawings.

Measurement will be on an individual basis according to the depth of cut, measured from the invert of the outfall sewer to the design finish grade at the center of the manhole.

Payment will be according to the inside diameter of the manhole barrel section and the depth of cut, as set forth on the proposal. The unit bid price includes furnishing and installing manhole sections, frames and covers, flexible pipe connections, resilient non-shrink grout, and bituminous coating.

The work does not include restoration, de-watering, or construction of an outside drop connection, which, if required, will be paid for under other contract pay items.1.43Water Services

This item provides all labor, equipment and materials for the installation of water services in accordance with AWWA Technical Standards and Specifications.

The quantities to be paid for under this item are the length in feet of tubing and per assembly or connection according to the unit prices set forth in the proposal.

1.42 Water Services

This item provides all labor, equipment and materials for the installation of water services in accordance with AWWA Technical Standards and Specifications.

The quantities to be paid for under this item are the length in feet of tubing and per assembly or connection according to the unit prices set forth in the proposal.

1.43 Lining and Sheeting

This bid item provides all labor, equipment and materials necessary for the Lining and sheeting as shown on the pay item.

Payment to be by square feet and vertical feet.

1.44 Sewer Pipe TV Inspections

Payment will be according to the sewer pipe TV inspections as set forth on the proposal. The unit price includes sewer main cleaning and inspections as shown on the pay item.

1.45 Sewer Cleanout Installations

Payment will be according to the sewer cleanout installations will be by depth and area type as set forth on the proposal. The unit price includes sewer cleanout installation as shown on the pay item.

1.46 Sewer Pipe Laterals

Payment will be according to the diameter and type of fittings as set forth on the proposal. The unit price includes furnishing and installing all fittings and materials above or below ground along the pipeline alignment; joints and jointing materials.

Payment to be by Linear feet.

1.47 Emergency Work Premium

This measure and payment item describes the “premium” to be added to the Work Order should the work required work be designated as an “Emergency” by the City. In this event, the Contractor response times shall be in accordance with Part A Special Conditions, Item #4 “Emergency Work”.

PART D

GENERAL CONDITIONS FOR CONSTRUCTION

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1. **Definitions**

"Owner"	The City of Tarpon Springs, Florida.
"Contractor"	The person, firm, or corporation with whom this Contract is executed by the Owner.
"City Manager"	The duly appointed City Manager of the City of Tarpon Springs, Florida.
"Contract Documents"	Instructions to Bidders, Notice to Contractors, Specifications, Plans, Permits, Addenda, Change Orders and Written Orders, Instructions, and General Conditions.
"Engineer":	The City Engineer of Tarpon Springs or a duly appointed representative.
"Bidder"	Any person, firm, or corporation submitting a bid for the contemplated work.
"Subcontractor"	Any person, firm, or corporation having a direct contract with the Contractor for the performance of a part of the work at the site.
"Work"	All labor, material, tools, and equipment necessary to produce the construction required by the contract documents.
"Inspector"	An authorized representative of the Engineer assigned to make any and all inspections of the work performed and materials furnished by the Contractor.
"Board of Commissioners"	The governing body of the City of Tarpon Springs, Florida hereinafter referred to as the "Board".
"Plans"	The drawings prepared by the Engineer that show the location, character, dimension, and details of the work to be done.
"Specifications"	The detailed written directions, provisions, and requirements relating to the quantities and qualities of the work to be performed under the contract.
"Addendum"	A modification of the plans, specifications, or other contract documents issued by the Engineer and distributed to the bidders before the opening of bids.
"Change Order"	A written order authorized by the Board to the Contractor directing certain changes, additions, or reductions in the Work.

“Substantial Completion	“The stage in the process of the work or designated portion is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.
“Surety”	The entity engaged by the Contractor to be responsible for the Contractor’s acceptable performance of the Contract and the Contractor’s payment of all debts pertaining thereto.
“Bid Security”	The surety bond or certified check furnished by the bidder with his bid proposal.
“Payment Bond”	A bond, which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.
“Performance Bond”	A bond, executed subsequent to award by the Contractor from loss due to the Contractors inability to complete the contract as agreed; secures the fulfillment of all contract requirements.

2. **Covenants Against Contingent Fees**

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

3. **Site Investigation**

The Contractor acknowledges that the Contractor has satisfied itself 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 prosecution materials; availability of labor, water, electric power, roads; uncertainties of weather, river stages, tides, or similar physical conditions at the site; the conformation and conditions of the ground; and the character of equipment and facilities needed preliminary to and during the work.

The Contractor further acknowledges that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information is reasonably ascertainable from inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Contract Documents made a part of this contract.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Owner does not guarantee that any site or soil conditions will be as described and are available only upon waiver of all responsibility of the Owner. It is the Contractor's sole risk and responsibility to verify such information in order that he may complete the project as specified and shown in the contract documents. Under no condition will a variation in the information obtained by the Owner on site or soil conditions, including subsurface soil conditions at the job site, be accepted as a basis in any claim for extra compensation.

Submittal of a bid by the Contractor shall be taken as prima facie evidence of compliance with this section.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless:

1) such understanding or interpretations are made in writing by the Engineer or are expressly stated in the Contract; and
2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

The Contractor shall assume all risks resulting from any changes in the conditions which may occur during the progress of the work resulting from Acts of God.

4. **Bid Documents/Cost**

Bid Documents with Instructions and Contract Documents may be obtained **only** from DemandStar/Onvia (www.demandstar.com) The cost of these documents, if any, will be as specified on DemandStar/Onvia.

5. **Equal Opportunity**

Attention of Contractor is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

6. **Insurance Requirements**

The successful bidder must provide a Certificate of Insurance in accordance with Insurance Requirements, Construction Agreement, prior to issuance of a Purchase Order and Notice To Proceed.

7. **Patents**

The Contractor shall obtain all necessary consents and shall pay all royalties, licenses, and fees for the use of any patented invention, articles, composition, or process in the work done or the materials furnished, or any part thereof

embraced in this Contract. The Contractor shall be responsible for any claims made against the Owner, its agents, and employees for any actual or alleged infringement of patents by the use of any patented articles, appliances, etc., in the construction and completion of the work and shall save harmless and indemnify the Owner, its agents, and employees from all costs, expenses, and damages, including attorney's fees which the Owner may be obliged to pay by reason of any actual or alleged infringements of patents used in the construction and completion of work herein specified.

8. **Assignments**

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or of the right, title, or interest of his obligations hereunder, without the written consent of the other party.

9. **Permits**

A construction permit, tree removal permit (if applicable), and a building permit issued by the City of Tarpon Springs to the Contractor will be required prior to start of the Contract. Fees for these permits will be waived if the Contractor obtains these permits prior to construction. Fees will be charged to the Contractor if he neglects to obtain permits prior to construction. Any penalty fees collectable by the City of Tarpon Springs shall NOT be waived. In addition, the Contractor shall be responsible for obtaining all permits/licenses necessary to complete the work.

10. **Sign: City Of Tarpon Springs Tax Dollars At Work**

The successful contractor shall display a "CITY OF TARPON SPRINGS TAX DOLLARS AT WORK" sign at the project site at all times until completion. The Public Works Department will arrange for the sign to be delivered to the site. It is the contractor's responsibility to see that the sign is returned to the City upon the project being completed and that the sign is returned in the same condition as it was when received.

11. **Submission Of Formal Bid**

A TOTAL BID shall be submitted in as (1 Original, and 1 Electronic Copy via USB flashdrive), including Bid the Proposal Form, all applicable Warranties & Guarantees of Workmanship, Bid Guaranty, Vendor References, (if not currently on file), listing of Manufacturers and Suppliers, and all ADDENDA, if issued.

12. **Liquidated Damages**

The amount of liquidated damages for each project is hereby established as **$250.00** per calendar day; unless established separately on individual workorders. The construction time for each project will be established per Work Order.

13. **Ten Percent (10%) Retainer**

A ten percent (10%) retainer or partial payment will be withheld until the final acceptance of the work and the satisfaction of any liquidated damages.

14. **Contingency Statement**

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

15. **Plans And Specifications Furnished To Contractors**

The successful Contractor shall be entitled to receive from the Engineer four (4) sets of contract plans and specifications at no cost to the contractor. Additional plans and specifications may be purchased from the Engineer at the cost of reproduction.

16. **Qualifications Of Contractors And Subcontractors**

The Contractor shall assure that all superintendents, foremen, crafts, and workers are competent, careful, and reliable. All crafts and workers must have sufficient skill and experience to properly perform the work assigned them. All crafts and workers engaged in any trade shall have had sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved and shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as follows:

Whenever the Engineer shall determine that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate; such person shall upon notice be discharged from the work and shall not again be employed on it except with the written consent of the Engineer. Should the Contractor fail to remove such person or persons, the Engineer may withhold all estimates which are or may become due or may suspend the work until the Contractor complies with such orders.

17. **Engineer's Status**

The Engineer cannot direct day-to-day work or Contractor's employees. The day-to-day responsibility of furnishing competent supervision and superintending shall be that of the Contractor in accordance with the article hereof regarding supervision. The Engineer has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Engineer shall also have authority to reject all work and materials which do not conform to the contract and to decide questions and disputes which arise in the execution of the work.

The Engineer in all cases shall have the authority to determine the amount, quality, acceptability, and fitness of the several kinds of works, materials, and equipment which are to be paid for under this contract. Any such determination,

however, in no way guarantees the Contractor's workmanship, materials, or equipment used. The Engineer shall also determine all questions or conflicts which may arise in relation to the work and the performance of the contract.

The Engineer does not underwrite, guarantee, or ensure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the contract documents, and the Engineer shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so.

18. **Inspection Of Work**

The purpose of inspection is to ensure compliance with the technical specifications and contract documents. The Engineer and the Engineer's representatives shall at all times have access to the work; and the Contractor shall provide proper facilities for such access and for inspection including scaffolds, lighting, etc. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved; the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspection by the Engineer shall be made within a reasonable time after notification and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer; and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract documents, the Owner shall pay the cost of re-examination and replacement. If such work is found not to be in accordance with the Contract documents, the Contractor shall pay such cost.

The Engineer may appoint such persons as the Engineer may deem necessary to inspect, at any time, the materials and equipment furnished and the work done under this contract. Said inspections are to be made at the shop or plant or at the site of the work at the discretion of the Engineer.

No inspection or direction, no failure to inspect or direct, no approval of payments, nor the presence or absence of any employees of the Owner or Engineer during the execution of the work shall relieve the Contractor of any of its obligations to fulfill the contract; nor shall prevent the rejection of the said work, materials, and equipment, in whole or in part, at any time, should said work, materials or equipment be found by the Owner or Engineer to be defective or not in accordance with the requirements of the contract documents.

19. **Schedule**

Within ten (10) days after the execution of the Contract, the Contractor shall deliver to the Engineer a schedule of delivery of materials and a construction progress schedule in a form satisfactory to the Engineer and showing the proposed dates of commencement and completion of each of the various subdivisions of work.

In conjunction with the construction schedule, the Contractor shall furnish the Engineer a schedule of anticipated monthly payments that will become due and at the same time furnish the Engineer with a detailed estimate giving a complete breakdown of the value of items of work to be paid for in lump sums for the purpose of making partial payments thereon. The values employed in making up any of these schedules are subject to acceptance by the Engineer and will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the contract price.

20. **Shop Drawings**

The Contractor shall provide shop drawings as may be necessary for the prosecution of the Work as required by the Contract documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract documents shall be evidenced by a Change Order.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract documents.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

21. **Line And Grade**

The Contractor shall employ a competent surveyor satisfactory to the Owner and the Engineer to lay out the work from the bench marks, grades, dimensions, points, and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the Contractor, who will be held solely responsible for its correctness. All expenses in connection with this work shall be paid for by the Contractor. The maximum allowable interval for construction batter boards on sewers and pipe lines will be twenty-five (25) feet for grades under 1.00 per cent and fifty (50) feet for grades of 1.00 per cent and over. Work may be checked by the Engineer; and, in the event of discrepancy, the Engineer's decision shall be final.

No special compensation will be made to the Contractor to defray costs of any of the work or delays occasioned by making surveys and measurements, tests, or inspections. Such costs shall be considered as having been included in the price stipulated for the several items of the work to be done under this contract.

22. **Use Of Completed Portions**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for

completing the entire work or such portions may not have expired. Such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time or both as the Engineer may determine.

23. **Water**

The cost of all water for construction and testing purposes, as well as the expense of having the water conveyed to and about the work, must be borne by the Contractor. The cost of this work shall be considered as having been included in the unit or lump sum prices stipulated for the several items or work to be done under this contract.

Unless otherwise specifically permitted by the Engineer, all water used for construction purposes shall be obtained from the public water supply main. Contractor shall use temporary or permanent water meters to measure all of the water it uses. Meters shall be provided as outlined in the Tarpon Springs Municipal Code. Water shall be purchased at prevailing City rates.

24. **Subcontractors**

Within ten (10) days after the award of each and every Subcontract, the Contractor shall deliver to the Engineer a statement setting forth the name and address of the Subcontractor and a summary description of the work contracted.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall not award more than thirty (30) percent of the Contract price to any Subcontractor or group of Subcontractors without the prior written approval of the Engineer.

Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

25. **Cooperation With Others**

The Contractor will cooperate with City crews or others who may be engaged in authorized work prior to final completion of the project.

26. **Supervision By Contractor**

The Contractor will supervise and direct the Work and be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the Work a qualified Supervisor or Superintendent, who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full

authority to act on behalf of the Contractor, and all communications given to the Supervisor shall be as binding as if given to the Contractor.

27. **Area For Work And Access Thereto**

The Owner will furnish and define the limits of adequate land for access to the construction site and for the site proper. All information shown on the plans constitutes the extent of land provided by the Owner. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.

As the work progresses, the Contractor shall keep the site clear of rubbish, trash, waste, and other disposable materials. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Owner.

Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the Owner. Such temporary buildings and utilities shall remain the property of the Contractor and will be removed by Contractor at Contractor's expense upon the completion of the work. With the written consent of the Engineer, such buildings and utilities may be abandoned and need not be removed.

28. **Storage Of Material**

Materials shall be so placed as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use shall not be used in the work and shall be removed from the site.

29. **Material Safety Data Sheets Requirement**

If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this Contract pursuant to completion of this Contract; the Contractor shall furnish Material Safety Data Sheets to the Engineer prior to commencing such use.

30. **Convict Labor**

In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment.

31. **Monuments And Landmarks**

Monuments or landmarks shall not be molested or removed by the Contractor or any of its employees without the written consent of the Engineer. Any monument or landmark so removed will be replaced by the Engineer at the expense of the Contractor.

32. **Sanitary Facilities**

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced.

33. **Use Of Explosives**

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

34. **Protection Of Existing Structures, Utilities, Work, And Vegetation**

Location of existing structures and utilities shown on the plans are approximate only. Any damage to existing structures or work of any kind or the interruption of a utility service resulting from failure to comply with the requirements of this contract caused by carelessness shall be repaired or restored promptly by or at the expense of the Contractor.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.

Care will be taken by Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree pruning compound if required by the Engineer. The Contractor will be liable for or may be required to replace or restore at its own expense all vegetation not protected and preserved as required herein that may be destroyed damaged.

35. **Work On Saturdays, Sundays, And Holidays**

No work will be permitted on a Saturday, Sunday, or Holiday unless permission to work has been requested in writing by Contractor, and written approval has been granted by the Engineer. Holiday is defined as any Holiday listed in the City of Tarpon Springs Personnel Department Rules and Regulations.

Should the Contractor engage in the prosecution of the work on a Saturday, Sunday, or Holiday, having first been duly authorized to do so in accordance with the provisions stated above, the Contractor shall pay to the Owner as a reimbursement of additional costs incurred by the Owner in providing engineering, inspection, or survey services on such days the sum of THREE HUNDRED AND NO/100 DOLLARS ($300.00) per day per Inspector for each Saturday, Sunday, or Holiday on which the Contractor engages in the prosecution of the work.

Payment to the Owner of such sums as may become payable under the provisions of this Article shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for

the sums shall have been incurred. The credit item shall show the total number of man-days applicable above, times the corresponding sum.

36. **Delays**

The Owner may grant an extension of time for the completion of the work provided:
(1) the delay of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; including, but not restricted to, Acts of God, acts of the public enemy, acts of the Owner or other governmental entity acting in its official or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, trade embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and such Subcontractors or suppliers; and
(2) the Contractor within forty-eight (48) hours from the beginning of any such delay notifies the Engineer in writing of the cause of the delay. The Engineer shall ascertain the facts and the extent of the delay and recommend to the Board the extension of time needed for completing the work when, in the Engineer's judgment, the findings of fact justify such an extension. The Engineer's findings shall be final and conclusive.

Extensions of time will not be granted for delays caused by inadequate construction force or for the failure of the Contractor to timely order equipment or materials. No claim shall be made for acceleration caused by delays, notwithstanding the fact that the job may be completed within the contract period.

37. **Clean-Up**

As the work progresses and as the Engineer may direct, the Contractor shall remove from the site and dispose of debris and waste material. Particular attention shall be given to minimizing any fire hazard from combustibles as may be used in connection with the work.

Upon failure of the Contractor to keep the sites of its operations clean to the satisfaction of the Engineer, the Owner may upon twenty-four (24) hours' notice to the Contractor remove any rubbish, materials, earth, etc., which the Engineer may deem necessary. The cost thereof will be charged to the Contractor, and the amount may be deducted from any money that may be due the Contractor.

On or before the date of the final estimate for the work, the Contractor shall tear down and remove all temporary structures that it built; shall remove all construction plant that it used; shall repair and replace all parts of existing embankments, fences, sidewalks, shrubbery, or structures which were removed or injured by the Contractor's operations or by Contractor's employees; shall thoroughly clean out all sewer, drains, pipes, manholes, and miscellaneous structures; and shall remove all rubbish and leave the grounds, thoroughfares, and rights-of-way in a neat condition satisfactory to the Engineer.

38. **Defective Work Or Materials**

If at any time any materials or workmanship should be discovered which do not comply with the plans, specifications, and contract drawings; such defective work and material shall immediately be removed or corrected by the Contractor when notified to do so by the Engineer. Such defects shall be replaced or corrected at the Contractor's expense. Any work or materials condemned by the Engineer as unsuitable or improperly done shall be removed and repaired or otherwise remedied as the Engineer may require.

If the Contractor shall neglect or refuse to remove or replace defective work or materials within seven (7) days from the date of the notice from the Engineer to do so, then the Owner may remove or cause the same to be removed and satisfactorily replaced by contract or otherwise, as Owner may deem expedient. Owner may and is empowered to charge the expense thereof to the Contractor. If moneys due to the Contractor are not sufficient to deduct the expenses that become due under this agreement, then the additional moneys shall be furnished by the Contractor. If the Contractor refuses or neglects to provide the necessary moneys, they shall be provided by his Surety.

39. **Change Orders And Time Extensions**

Without invalidating the contract, the Owner may at any time, by written order and without preliminary notice to the surety, order extra work within the general scope or alter the work by addition or deduction; and the contract price will be adjusted accordingly.

The value of such extra work or change shall be determined by contract unit prices, if applicable unit prices are set forth in the Contract. The amount of the change shall be computed from such prices and added to or deducted from the Contract price.

If applicable unit prices are not in the contract, the value of such extra work or change shall be determined by negotiation. The Owner and Contractor may negotiate a change order to the contract at mutually satisfactory unit prices or lump sum for the extra work, addition, or deletion ordered. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format and with such content and detail as the Owner or the Engineer requires.

Except for emergencies described below, in no case shall any extra work be paid which has not been previously authorized by a change order approved by Owner's Board of Commissioners. Payment by such change order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the work authorized by such change order. However, in cases of emergency likely to cause personal injury or property damage, Contractor may rely upon written authorization from the Owner's City Manager or City Engineer.

If Contractor experiences unforeseen conditions which, in Contractor's opinion, require additional work, Contractor shall have fifteen (15) days from date thereof to notify Owner's City Manager in writing of that condition. Furthermore, Contractor shall have thirty (30) days from the date of such notification to the City Manager to submit a change order to Engineer. That request shall detail such conditions and the costs of all labor and materials incidental thereto. Failure to comply with such notification shall be cause to waive Contractor's right to compensation for such delinquent change order. However, in cases of emergency likely to cause personal injury or property damage, Contractor may rely upon written authorization from the Owner's City Manager or City Engineer.

40. **Operation And Maintenance Instructions**

The Contractor shall furnish to the Owner two (2) sets of brochures containing spare parts data and operating and maintenance instructions on all equipment incorporated into the work. Copies of all manufacturers' guarantees and warranties shall also be furnished by the Contractor to the Owner. Final payment will not be made until this material is received by the City.

41. **Guaranty**

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of acceptance of the completed work. The Contractor warrants and guarantees for a period of one (1) year from said date that the completed work is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. Contractor agrees that in the event Owner shall make such repairs adjustments, or other work; Contractor shall be responsible to Owner for all costs incurred; and no claim shall be made by Contractor that such repairs, adjustments, or other work could have been done at a lesser cost. It is the intent of the parties that the damages which may be collected from Contractor be the actual cost incurred by Owner. The Performance Payment shall remain in full force and effect through the guarantee period. In addition, Contractor warrants and guarantees that the completed work is free from all latent defects due to either faulty materials or workmanship, which are not discovered within one (1) year from the date of Substantial Completion.

42. **Payment To Contractor**

At least fifteen (15) calendar days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data satisfactory to the Owner as

will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. Within fifteen (15) calendar days after receipt of each partial payment estimate, the Engineer will either approve payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. Within thirty (30) days of presentation to the Owner of an approved partial payment estimate, the Owner will pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the Contract documents.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site, upon receipt of Contractor's proof of ownership.

Prior to Substantial Completion, with the approval of the Engineer and the concurrence of the Contractor, the Owner may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work or having work done by other contractors not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work, except such as may be caused by employees of the Owner.

Upon completion of the work, the Engineer shall attach a certificate to the final payment request certifying that the work has been accepted by the Engineer under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

43. **Acceptance And Final Payments**

Semi-final Inspection - The Engineer will make a semi-final inspection after notice from the Contractor of presumptive completion of the entire project. At the semi-final inspection, if all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semi-final inspection, any work is found unsatisfactory, in whole or in part, the Engineer shall give the Contractor the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the Contractor forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or re-performance of such work, another inspection shall be made.

Final Inspection- Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

Maintenance of Work - The Contractor shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Board of Commissioners.

Final Acceptance - When, upon completion of the final construction inspection, the work is found to be completed satisfactorily; the Engineer shall prepare a final estimate. Whenever the work provided for under the Contract has been completely performed by the Contractor, and the final inspection has been made by the Engineer, a final estimate showing the value of the work will be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the Contractor has furnished a sworn Affidavit to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the Owner, as full settlement of the Contractor's account under contract and of all claims in connection therewith.

By completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of the Contractor's portion, the surety on the contract bond consents to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.

Termination of Contractor's Responsibility - The Contract will be considered complete when all work has been completed and has been accepted by the Board of Commissioners. The Contractor will then be released from further obligation except as set forth in the Contractor's bond and elsewhere in this article.

Recovery Rights, Subsequent to Final Payment - The Owner reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

44. **Testing**

The Contractor shall retain a certified testing and soils laboratory and Florida Registered Professional Engineer qualified and competent to perform and supervise all tests as outlined elsewhere in the Contract Documents. All testing shall be paid for by the Contractor and the costs associated with testing will be a part of the various items bid which require such testing in this contract. Copies of all test results and explanations when necessary will be furnished directly to the Engineer by the Florida Registered Professional Engineer in charge of the testing. In addition to or in the absence of any specific testing requirements, the Minimum Testing Frequency Requirements as prepared by the Pinellas County Department of Public Works and Utilities (Approved December 20, 1983) shall be adhered to.

45. **Brick Pavers**

The Owner has reserved the right to ownership to any paving brick unearthed on City property, regardless of who has unearthed the bricks.

Upon discovery of any brick the Contractor shall notify the Owner's representative immediately, who shall then make a determination on a case by case basis on whether the bricks will be re-used on that or any other project based upon the brick condition. If the bricks are not to be re-used on the project, they will be disposed of according to City Policy or, at the direction of the Engineer, delivered to the City storage yard.

Under no circumstances shall the Contractor re-use, reject, or make any other arrangements to dispose of the bricks without the consent of the Engineer.

PART E

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION SERVICES

1. General Information

The construction work called for within this bid package involves work for the City of Tarpon Springs as Owner. Firms submitting bids on this project ("Bidders") are cautioned to carefully follow the instructions of this section so as to help ensure that their bids are responsive to the requirements as presented herein.

2. Completeness of Bid Package

The physical makeup and content of the Bid Documents are designed to be complete for the preparation and submittal of Bids. However, the Bidder shall verify to its own satisfaction that all material issued him including Addenda, is complete. Should the Bidder discover that a page, sheet, or other item is missing, he shall so notify the City and the missing item(s) will be posted on DemandStar (www.demandstar.com). After bids have been submitted, no claims of ignorance of the requirements of bidding or of construction, due to such missing material, including Addenda, will be recognized.

3. Bidder's Responsibility to the Project

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has or will comply with all provisions of the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work, and that the Bidder has thoroughly reviewed the Plans and Specifications and has included all required labor and material in his bid.

4. Conflicts in the Documents

Should any particular requirement in the Plans and/or Specifications for the Project appear to a Bidder to be in disagreement with other requirements in the Bid Documents, or if a Bidder is unsure of the intent or meaning of any particular requirement of the Bid Documents, the Bidder shall immediately notify the City. If such notifications are received by the City seven (7) days prior to the Bid Opening, the City will, if deemed by the City to be warranted, issue a written clarification or an Addendum through DemandStar.com.

5. Agreement Completion Time

The City of Tarpon Springs will require that work under this Agreement be completed within the time limit stipulated in the Agreement, and Bidders must give consideration to this requirement when submitting Bids. If a Bidder is of the opinion that more time should be allowed for accomplishing the Work, a request for such extra time may be made in writing to the City's Procurement Services. For consideration, said request must be in possession of the City's Procurement Services not later than seven (7) days prior to the date of Bid opening. If the Procurement Services Director deems it

to be in the best interest of the City to revise the time requirement, an Addendum will be issued through DemandStar/Onvia.

6. **Bid Guarantee**

A bid guarantee in the amount of Twenty-Thousand Dollars and zero Cents/$20,000.00, shall be submitted with each bid. The Bidder may submit a bid guarantee in a form satisfactory to the City, with a surety company qualified to do business in the State of Florida and conditioned upon faithful performance by the principals of the agreements contained in the bid. In lieu of a bid bond, the Bidder may submit an irrevocable letter of credit, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company payable to the City of Tarpon Springs (personal or company checks will not be accepted).

The bid deposit shall be paid into the funds of the City of Tarpon Springs, Florida, as liquidated damages if the Bidder fails to execute the written Agreement and furnish the required Agreement security bond within ten (10) consecutive calendar days following written notice of the award of the Agreement.

The certified check, treasurer or cashier check of the Unsuccessful Bidders will be returned to the parties submitting same after the execution of an Agreement, or in the event that all the bids are rejected.

7. **Performance & Payment Bonds**

The Successful Bidder and/or equipment supplier shall furnish a Performance Bond and a Payment Bond executed by a surety company duly authorized to do business in the State of Florida, which shall be counter-signed by an agent for the company, resident in the State of Florida. The amount of the bonds shall be equal to one hundred percent (100%) of the estimated Agreement price, as security for the faithful performance of this Agreement and as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. The surety shall have a rating classification of "A-" and a financial category of Class IV as evaluated in the current Best's Key Rating Guide, Property Liability. In lieu of a Performance and Payment Bond, the Bidder may submit an irrevocable letter of credit, certified check, treasurer's or cashier's check issued by a responsible bank or trust company payable to the City of Tarpon Springs (personal or company checks will not be accepted).

8. **Delivery of Bids**

Each Bid shall be submitted in a sealed envelope clearly identified with the bid number, bid description and bid opening date and time. Bids will be addressed to and received at the Office of the Procurement Services Director, City of Tarpon Springs until the time and date specified in the Invitation for Bids. Bids received after the time and date specified will not be considered.

9. **Bid Forms**

Bids shall be made upon the forms supplied by Procurement Services, City of Tarpon Springs, Florida. Each Bidder must state in their Bid the price for which they

will perform the Work as required by the Plans and Specifications.

10. **Signatures on Bids**

Each Bidder shall sign their Bid with a full name and address at all locations as indicated. In cases where a firm or corporation submits a Bid, the Bid shall be signed with the full name of one member of the firm, or by the name of the officer or officers authorized by its by-laws.

11. **Bases of Bid Prices**

The Plans and these Specifications, together with any modifications of either or both, which are furnished to prospective Bidders during the advertising period, shall become the basis of the Agreement.

Unless otherwise provided in the Bid Documents, the Successful Bidder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work including the costs incurred by the Bidder in complying with all the provisions and requirements of these Bid Documents.

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

12. **Bid Preparation**

Bids shall be legibly written in ink or typed. All applicable pages of the Bid shall be completed.

All prices for lump sum or unit price work shall be given in numerals. For unit price items, Bidders shall fill in the unit price bid for each item, and shall also make an extension based on the estimated quantities. Bid prices shall be entered on the Bid for all items, unless directed otherwise on the Bid.

Failure to complete the bid price of the Bid will render the Bid non-responsive.

13. **Addenda**

If, in the judgment of the Procurement Services Director, an Addendum is required to modify, add to, or delete from the contents of the Plans and/or Specifications, a copy of such will be issued through DemandStar/Oniva. All Addenda shall become part of the Bid Documents. No other interpretations or clarifications issued prior to the Bid Opening shall have legal effect.

Acknowledgment of receipt of all Addenda shall be noted on the Contractor’s Bid Form.

The sole obligation of the Procurement Services Director with respect to distribution

of Bidder shall bear the responsibility to satisfy themselves prior to submitting the Bid, and Addenda is to ensure that the Addenda is issued through DemandStar/Oniva. Each that the Bid is responsive to all Addenda issued. Failure to receive or acknowledge any Addenda shall not release the Bidder from all obligations contained in such Addendum.

14. **Bid for Alternates**

To be responsive, all Bids shall include Bids for all Alternates. Unless otherwise specified, any Bid which does not include the Base Bid plus each and every Alternate may be rejected as being non-responsive.

Alternate Bids provide for additional work (under Additive Alternates) or less work (under Deductive Alternates) than included in the Base Bid. Bidders shall complete and submit costs for every item of each Alternate unless otherwise specified. The City may select any combination or reject any or all Alternate Bids as best serves the interest of the City.

15. **Period Bid Remains in Effect**

Bids for the Work covered by this Agreement may be held by the City for a period of ninety (90) days after Bid Submittal Deadline. The Bids shall continue in full effect and not be subject to withdrawal during that period until an Agreement has been executed with the Successful Bidder. If no Agreement has been executed within the ninety (90) day period, any Bid may be withdrawn or nullified by the Bidder. Bids may be deemed to be confirmed and extended in time for as long as permitted by the Bidder thereof.

16. **Familiarity with Site Conditions**

It shall be the responsibility of the Bidder to examine the site of the proposed work. Before submitting a Bid, Bidders shall inform themselves fully of the conditions relating to the cost of construction materials and labor under which the Work will be prosecuted, and shall make whatever site investigations or site tests they deem necessary. Should this Bid be accepted, Bidder will be responsible for any and all errors in its Bid resulting from its failure to do so.

17. **Extent and Locations of Subsurface Conditions**

The Plans show the existing surface and other underground structures likely to affect the prosecution of the Work insofar as they have been determined, but the information shown is not guaranteed as being correct and/or complete. Bidders are expected to examine the Plans, and the location of the Work upon the ground, and consult various utility companies if deemed necessary, in order to judge for themselves the potential circumstances affecting the cost of the Work or the time required for its completion.

18. **Bid Opening**

Bids received prior to the Submittal Deadline will be securely kept unopened until the specified time, at which time all Bids will be publicly opened and read aloud. The City

cannot be held responsible for the premature opening of any Bid not properly marked as required in the Invitation for Bids.

19. **Correction of Mathematical Errors**

Where there is conflict between the unit bid price and the extension thereof made by the Bidder, the Procurement Services Director is authorized to use his discretion in determining whether the unit prices or the extended amounts were intended and to make the corrections in the Bid as necessary and to use such corrections in comparing Bids. Any such determination of the Procurement Services Director is final.

20. **Acceptance or Rejection of the Bids**

The City of Tarpon Springs reserves the right to accept or reject any or all Bids. Any Bid which is incomplete, conditional, obscure, or contains irregularities of any kind, may, at the City's discretion be considered irregular and may be cause for rejection of the Bid. Acceptance of the Bid will not constitute acceptance or approval of equipment and/or materials, and their acceptance for use in the Project will be based upon Shop Drawings and other submittals. Failure to meet these requirements will render the Bid non-responsive.

21. **Qualification of Bidders**

A Bidder may be required, before the award of any Agreement, to show to the complete satisfaction of the City that they have the necessary facilities, equipment, ability, experience, financial resources and special qualifications to perform the Work in a satisfactory manner within the time specified. No Agreement will be awarded except to qualified responsible Bidders capable of performing the class of work contemplated. Bidders shall possess a City, County or State approved certification to perform the Work required by these documents. The Bidder and its Subcontractors may be requested to submit evidence of certification prior to bid award or during the period of the Agreement.

22. **Disqualification of Bidders**

Each Bidder, by submitting its Bid, states that neither it nor its agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, to any person, firm, corporation, or employee of the City any money or valuable consideration for assistance in procuring or attempting to procure the Agreement herein referred to, and further agrees that no such money or reward will be hereafter paid.

A Bid will be rejected if: the Bidder's references do not confirm that the Bidder can perform the Work required; the Bidder does not have adequate resources; or the Bidder does not possess the required experience.

Any or all Bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future Bids for the City.

23. **Right to Waive Informalities**

The City reserves the right to waive any and all informalities or irregularities, or to clarify Agreement terms with the lowest responsible Bidder, and to disregard all nonconforming, non-responsive, or conditional Bids, if such a waiver is in the best interest of the City.

24. **Factors Influencing Award**

If an Agreement is awarded, it will be awarded to the lowest responsible and responsive Bidder whose evaluation by the City indicates that the award will be in the best interests of the Project.

In the determination of the lowest responsive and responsible Bidder, the City reserves the right to take into account and give reasonable weight to: (a) the Bidder's past performance in the completion of other City or other governmental Agreements; (b) the probability of the Agreement being carried to successful completion, within the time specified, by the methods and with the equipment the Bidder proposes to use; (c) default under previous Agreements.

25. **Recommendation of Award**

Upon review and consideration of the above factors by the Procurement Services Director, the funding agency, and the Design Professional, a recommendation for Board of Commissioners award will be made by the Procurement Services Director.

26. **Award of Agreement**

Agreements will be awarded to the lowest responsible, responsive and qualified Bidder. The criteria to determine the lowest responsible, responsive and qualified Bidder shall include:

a. Price,
b. Compliance with specifications,
c. Financial ability to perform the Agreement,
d. Integrity, trustworthiness and honesty,
e. Skill, judgment and experience,
f. Promptness - whether the Agreement can be performed within the required time, or without delay.
g. Performance of previous satisfactory work, including the fulfillment of warranties,
h. Availability of the necessary facilities and equipment to perform the work,
i. Special factors, such as compliance with laws and ordinances relating to the Agreement.

In awarding any Agreement, the Board of Commissioners may reject any bid determined by the Board of Commissioners not to be the City's best bid.

27. **Prior Approval of Subcontractors**

No part of the Agreement shall be sublet without the approval of the City. If the

Successful Bidder should sublet any part of this Agreement, the Bidder shall be as fully responsible to the City for acts and omissions of its Subcontractor and of the persons either directly or indirectly employed by its Subcontractor, as Bidder is for the acts and omissions of persons directly employed by it.

28. **Subletting of Agreement**

It is a requirement of this Agreement that the **Successful Bidder must perform at least 30 percent (30%)** of the Work called for under this Agreement with the Bidder's own forces. It is also required that Subcontractors utilized under this Agreement must perform at least 20 percent (20%) of the Work subcontracted to them with their own forces. Prior to final payment for the Work, the Bidder will be required to furnish an affidavit substantiating the above.

The term "own work force" shall be construed to include only workmen employed and paid directly by the Bidder and equipment owned or rented by the Bidder with or without operators. Such term does not include employees or equipment of a Subcontractor, assignee, or agent of the Bidder. An assignment of Agreement work is considered synonymous with a subcontract to perform work.

All Subcontractors shall be responsible for performing in accordance with the Bid and shall be licensed or certified by the City or County to perform the Work assigned.

29. **Public Records Requirements**

All bids submitted to the City are subject to become public records and public disclosure pursuant to Chapter 119, Florida Statutes. Bids may not be returned to the bidder.

30. **Default of Contract**

In case of default by the bidder or contractor, the City may procure the services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

31. **Attorney's Fee**

In the event either party employs an attorney to enforce any of the conditions of this agreement or to enforce any covenants hereunder or to enforce any of the rights, remedies, privileges, or options at law or in equity; the prevailing party shall be entitled to reimbursement from the non-prevailing party of all legal costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorney and paralegal fees and costs if the matter is settled by legal action at the trial court level and at any and all appellate court levels in all matters of collection, enforcement, construction, and interpretation, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

32. **Governing Law and Venue**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto:

a. irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement;
b. waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action, or other proceeding, (1) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever or that its property is exempt or immune from setoff, execution, or attachment, either prior to judgment or in aid of execution, for any reason whatsoever; and (2) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

33. **Conflict of Interest**

Bidders, by acceptance of this order, certify that to the best of their knowledge or belief, no elected or appointed official or employee of the City of Tarpon Springs is financially interested directly or indirectly, in the purchase of services specified in this ITB.

34. **Order of Precedence**

In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid form and bid schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

35. **Public Entity Crimes**

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 on an Agreement to provide any goods or services to a public entity, may not submit a bid on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, subcontractor, or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

36. **Hold Harmless**

Parties recognize that the Contractor is an independent contractor. The Contractor agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Contractors, its agents, officers, subcontractors, employees, sub-contractors, material-men and independent contractors. This includes claims made by the employees of the Contractor against the procuring Agency and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statues. This shall not be construed as a waiver of any immunity City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statues

37. **Drug-Free Workplace**

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied bidders have a drug-free workplace program.

38. **Vendor Registration**

Prior to award of an agreement resulting from this solicitation, successful bidder shall be registered with the Florida Division of Corporations (www.dos.state.fl.us/startbus/register.html) to do business in the state of Florida and as a vendor with the City of Tarpon Springs.

39. **Disputes and Complaints**

All complaints or grievances shall be in accordance with the City of Tarpon Springs Ordinance No. 2008-15.

40. **Electronic Bid Sheets**

All bid sheets are to be submitted in Excel format on a USB or flash drive as well as a printed hard copy.

Deviation from the bid sheets is strictly prohibited and will not be accepted. The bid sheets are locked and you need only enter the unit cost. Please enter the unit cost per the Unit of Measure as listed on the bid sheet. Unit costs will automatically total.

41. **Public Records**

Contractor acknowledges that information and data it manages as part of the services being provided may be public records in accordance with Chapter 119, Florida Statutes and the City's public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce,

secure, and retain public records in accordance with applicable laws, regulations, and Owner policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the Owner, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, for locating and producing public records during the term of this Agreement. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

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:

CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US

42. E-Verify

In accordance with Section 448.095, Florida Statutes, the awardee/Contractor 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 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 enters into a contract with a subcontractor, the subcontractor must provide the Awardee/Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee/Contractor shall maintain a copy of such affidavit for the duration of the award/contract. If the City has a good faith belief that the Awardee/Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Awardee/Contractor, and the Contractor may not be awarded a contract with the City for at least 1 year after the date on which the award/contract was terminated. The Awardee/Contractor is liable for any additional costs incurred by the City as a result of the termination of the award/contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Awardee/Contractor has otherwise complied with the law, the City shall promptly notify the Awardee/Contractor and order the Awardee/Contractor to immediately terminate the award/contract with the subcontractor.

PART F

BID FORMS

Submittal Checklist

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with your bid:

_____ **Bid Form**

_____ **Bid Sheets**

_____ **Bid Bond**

_____ **Reference Form**

_____ **Drug Free Workplace Form**

BID FORM

BID NO. 210102-B-JL

UTILITY REHABILITATION AND CONSTRUCTION-REBID

BIDDER_____

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

   a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

   b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

   c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

   d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

   e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.

   f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

2. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Electronic Bid Sheets. Electronic Bid Sheets to be submitted with bid in Excel format on a flash drive as well as a printed hard copy.

TOTAL OF A QUANTITY OF ONE (1) FOR EACH BID ITEM FROM ELECTRONIC BID SHEETS (HARD COPY OF ELECTRONIC BID SHEETS TO BE INCLUDED WITH BID:

_____ **/ $** _____
(Words) **(Numbers)**

3. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.:_____ Fax No: _____

Email: _____

_____ _____
Printed Name and Title Authorized Signature

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Company)

(hereinafter called "Principal") and _____(hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

_____ Dollars ($_____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

UTILITY REHABILITATION AND CONSTRUCTION SERVICES-REBID
Bid No. 210102-B-JL

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of $20,000 be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

_____

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____under its corporate seal, the _____ day of _____ , 202__.

NAME OF COMPANY: _____

By: _____

(Signature)

_____

(Please Print or Type Name)

_____

(Title)

SEAL

ATTEST: _____

(Signature)

_____

Surety Name

_____

Attorney-in-Fact

VENDOR REFERENCES

The following information is required in order that your bid may be reviewed and properly evaluated.

Company Name: _____

Length of Time Company Has Been In Business: _____ Years

Business Address: _____

How Long In Present Location: _____ Years

Telephone Number: _____ Fax Number: _____

Email address: _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE, DOLLAR VALUE, AND SIZE TO THIS PROJECT:

1. _____
Company

_____
Address

_____
Telephone/Email

_____
Contact

2. _____
Company

_____
Address

_____
Telephone/Email

_____
Contact

3. _____
Company

_____
Address

_____
Telephone/Email

_____
Contact

4. _____
Company

_____
Address

_____
Telephone/Email

_____
Contact

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
    a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
    b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
    c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
    d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
    e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
    f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Printed Name and Title: _____

Authorized Signature: _____

PART G

INSURANCE REQUIREMENTS

PERFORMANCE & PAYMENT BONDS

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.

1) Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than $1,000,000 for each accident.
2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than $1,000,000, each occurrence; and property damage of not less than $100,000, each occurrence. (Combined Single Limits of not less than $1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than $50,000 per occurrence, unless otherwise stated by exception herein.
3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of $1,000,000 each occurrence, and property damage of not less than $100,000 each occurrence. (Combined Single Limits of not less than $500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
4) $500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

B. Each Insurance Policy shall include the following conditions by endorsement to the policy:

1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage's or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, %Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

Contractor's Payment and Performance Bond

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

Bond No._____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to _____, herein called Owner, whose principal address and phone number are _____, in the sum of $_____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract ITB No. 210102-B-JL, UTILITY REHAB AND CONSTRUCTION SERVICES dated _____, 20__, between Principal and Owner, which contract was awarded pursuant to ITB No. 210102-B-JL, for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contact; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is to provide underground utility rehabilitation and construction services for the City of Tarpon Springs, FL.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON ____, ____.

(Name of Principal)

(Name of Surety)

By: _____

as Attorney in Fact for Surety

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

BID FORM

BID NO. 210102-B-JL

UTILITY REHABILITATION AND CONSTRUCTION-REBID

BIDDER TLC Diversified, Inc.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

   a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
02/19/21	1		

   b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

   c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

   d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

   e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.

   f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

2. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Electronic Bid Sheets. Electronic Bid Sheets to be submitted with bid in Excel format on a flash drive as well as a printed hard copy.

TOTAL OF A QUANTITY OF ONE (1) FOR EACH BID ITEM FROM ELECTRONIC BID SHEETS (HARD COPY OF ELECTRONIC BID SHEETS TO BE INCLUDED WITH BID:

One Million, Six Hundred Seventy-Four Thousand, Seven Hundred Fifty Dollars & No/cents / $1,674,750.00

(Words) **(Numbers)**

3. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: TLC Diversified, Inc. Date: March 04, 2021

Address: 2719 17th Street East

City: Palmetto State: FL Zip: 34221

Phone No.: (941) 722-0621 Fax No: (941) 722-1382

Email: tlamberson@tlcdiv.com

Dalas Lamberson/Vice President

Printed Name and Title Authorized Signature

Utility Rehabilitation and Construction Services		210102-B-JL
Bid Sheets		
M&P = Measurement and Payment		Specs = Specifications
UOM = Unit of Measurement		LF = Linear Feet
EA = Each		SY = Square Yard
N/A = Not Applicable		SF = Square Foot
VF = Vertical Feet		CY = Cubic Yard
TN = Ton		ED = Each Day
LB = Pound		HR = Hour
FDOT = Florida Department of Transportation Specifications		

Item #	M&P Item #	Description	UOM	Price
1		**Restoration, includes maintaining for 30 days after completion**		
2	1.01	Seed and mulch	SY	$ 5.00
3	1.01	Sodding - Bahia	SY	$ 7.00
4	1.01	Sodding - St. Augustine	SY	$ 10.00
5	1.01	Brick Street Restoration	SF	$ 30.00
6		**Control and abatement of erosion and water pollution**		
7	1.02	Sand bagging	CY	$ 600.00
8	1.02	Baled hay and staked	EA	$ 20.00
9	1.02	Staked silt fence	LF	$ 3.50
10	1.02	Filter Sock or Log	EA	$ 100.00
11		**Earthwork and related operations**		
12	1.03	Excavation of unsuitable material - haul offsite and dispose (truck measure)	CY	$ 75.00
13	1.03	Borrow (truck measure)	CY	$ 25.00
14	1.03	Clear right-of-way and haul off and dispose offsite (truck measure)	CY	$ 100.00
15		**Asphaltic concrete surface and friction courses**		
16	1.04	1-1/2" asphalt, Superpave Asphalt Base, Type B-12.5	SY	$ 75.00
17	1.04	1" asphalt overlay, Superpave Asphalt Base, Type B-12.5	SY	$ 70.00
18	1.04	Full depth asphalt, Superpave Asphalt Base, Type B-12.5	TN	$ 400.00
19	1.05	Milling (not to exceed a thickness of 1")	SY	$ 40.00
20	1.06	Crushed concrete base, 12" thick	SY	$ 125.00
21	1.06	Crushed concrete base, 6" thick	SY	$ 90.00
22	1.06	Asphalt Pavement Base & Base Restoration 4" Asphaltic Base	SY	$ 62.00
23	1.06	Asphalt Surface Pavement 1" PC-3 ACSC	SY	$ 50.00
24	1.06	Shell Driveway Base, 6" thick	CY	$ 115.00
25	1.06	Pea Gravel Driveway	SY	$ 118.00
26	1.07	Roadway density test	EA	$ 200.00
27	1.08	Proctor	EA	$ 280.00
28	1.09	Class I concrete	CY	$ 650.00
29	1.09	Concrete, miscellaneous, reinforced (3000psi)	CY	$ 800.00
30	1.09	Furnish and Install Structural Concrete (4000 psi)	CY	$ 825.00

31	1.10	Riprap (sand-cement)	CY	$ 285.00
32	1.11	Flowable fill	CY	$ 250.00
33	1.12	Remove and dispose of existing asphalt and concrete (truck measure)	CY	$ 200.00
34		**Concrete sidewalk, driveways and curb elements**		
35	1.09	Concrete sidewalk or driveway 4" thick	SY	$ 50.00
36	1.09	Concrete sidewalk or driveway 6" thick	SY	$ 53.00
37	1.09	Type F curb & gutter	LF	$ 49.00
38	1.09	2' valley gutter (Miami)	LF	$ 60.00
39	1.09	Special Refill Materials - Crushed Stone	LF	$ 100.00
40	1.09	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	CY	$ 2,250.00
41	1.09	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	CY	$ 2,250.00
42	1.09	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	CY	$ 2,250.00
43	1.09	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	CY	$ 2,250.00
44	1.09	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole	CY	$ 1,400.00
45		**Traffic control devices**		
46	1.13	Barricade type I or II, with warning light	ED	$ 2.00
47	1.13	Barricade type III, with warning light	ED	$ 5.00
48	1.13	Temporary Pavement for Maintenance of Vehicular Traffic (Install & Remove)	CY	$ 900.00
49	1.13	Temporary Pavement for Maintenance of Pedestrian Traffic (Install & Remove)	CY	$ 1,200.00
50	1.13	Temporary Curb (Includes Paint & Delineators)	LF	$ 70.00
51	1.13	Temporary Vehicle Impact Attenuators	ED	$ 200.00
52	1.13	Temporary Concrete Barrier Wall (including mounted lights - Type C Steady Burn)	LF	$ 80.00
53	1.13	Signs, construction	ED	$ 20.00
54	1.13	Arrow boards - 5' minimum horizontal size	ED	$ 50.00
55	1.13	Traffic cones	ED	$ 5.00
56	1.13	Flagger person	HR	$ 58.00
57	1.13	Off Duty Law Enforcement Officer	HR	$ 70.00
58	1.13	Temporary Striping - solid or 6" - 10" skip single yellow or white stripe	LF	$ 3.50
59	1.13	Thermoplastic striping -- solid or 6" - 10" skip single yellow or white stripe	LF	$ 8.00
60	1.13	Raised pavement marker	EA	$ 15.00
61	1.14	MOT Multi-Lane (FDOT Index 102 613)	ED	$ 700.00
62	1.14	MOT Multi-Lane (FDOT Index 102 614)	ED	$ 700.00
63	1.14	MOT Multi-Lane (FDOT Index 102 615)	ED	$ 725.00
64	1.14	MOT Multi-Lane (FDOT Index 102 616)	ED	$ 700.00
65	1.14	MOT Multi-Lane (FDOT Index 102 617)	ED	$ 700.00
66		**Cross drains and side drains - replacement**		
67	1.15	18" concrete pipe round	LF	$ 140.00
68	1.15	18" concrete pipe eliptical	LF	$ 165.00
69	1.15	18" corrugated metal pipe round	LF	$ 140.00
70	1.15	24" concrete pipe round	LF	$ 155.00
71	1.15	24" concrete pipe eliptical	LF	$ 165.00
72	1.15	24" corrugated metal pipe round	LF	$ 152.00
73	1.15	30" concrete pipe round	LF	$ 175.00
74	1.15	30" concrete pipe eliptical	LF	$ 185.00

75	1.15	30" corrugated metal pipe round	LF	$	180.00
76	1.15	36" concrete pipe round	LF	$	210.00
77	1.15	36" concrete pipe eliptical	LF	$	275.00
78	1.15	36" corrugated metal pipe round	LF	$	240.00
79		**PVC C900 SDR 25, for force mains, 0' - 6' depth**			
80	1.16	3" SDR 25, PVC	LF	$	43.00
81	1.16	4" SDR 25, PVC	LF	$	45.00
82	1.16	6" SDR 25, PVC	LF	$	48.00
83	1.16	8" SDR 25, PVC	LF	$	52.00
84	1.16	10" SDR 25, PVC	LF	$	56.00
85	1.16	12" SDR 25, PVC	LF	$	60.00
86		**PVC C905 SDR 25, for force mains, 0' - 6' depth**			
87	1.16	16" SDR 25, PVC	LF	$	130.00
88	1.16	18" SDR 25, PVC	LF	$	140.00
89	1.16	20" SDR 25, PVC	LF	$	155.00
90	1.16	24" SDR 25, PVC	LF	$	190.00
91	1.16	30" SDR 25, PVC	LF	$	225.00
92	1.16	36" SDR 25, PVC	LF	$	325.00
93		**PVC, C900 DR 18, for water & reclaimed water mains, 0' - 6' depth**			
94	1.16	3" C900 DR 18 PVC-BLUE	LF	$	37.00
95	1.16	3" C900 DR 18 PVC-PURPLE	LF	$	37.00
96	1.16	4" C900 DR 18 PVC-BLUE	LF	$	40.00
97	1.16	4" C900 DR 18 PVC-PURPLE	LF	$	40.00
98	1.16	6" C900 DR 18 PVC-BLUE	LF	$	45.00
99	1.16	6" C900 DR 18 PVC-PURPLE	LF	$	45.00
100	1.16	8" C900 DR 18 PVC-BLUE	LF	$	50.00
101	1.16	8" C900 DR 18 PVC-PURPLE	LF	$	50.00
102	1.16	10" C900 DR 18 PVC-BLUE	LF	$	60.00
103	1.16	10" C900 DR 18 PVC-PURPLE	LF	$	60.00
104	1.16	12" C900 DR 18 PVC-BLUE	LF	$	70.00
105	1.16	12" C900 DR 18 PVC-PURPLE	LF	$	70.00
106		**PVC, C905 DR 25, for water & reclaimed water mains, 0' - 6' depth**			
107	1.16	16" C905 DR 25 PVC-BLUE	LF	$	140.00
108	1.16	16" C905 DR 25 PVC-PURPLE	LF	$	140.00
109	1.16	18" C905 DR 25 PVC-BLUE	LF	$	145.00
110	1.16	18" C905 DR 25 PVC-PURPLE	LF	$	145.00
111	1.16	20" C905 DR 25 PVC-BLUE	LF	$	152.00
112	1.16	20" C905 DR 25 PVC-PURPLE	LF	$	152.00
113	1.16	24" C905 DR 25 PVC-BLUE	LF	$	165.00
114	1.16	24" C905 DR 25 PVC-PURPLE	LF	$	165.00
115	1.16	30" C905 DR 25 PVC-BLUE	LF	$	260.00
116	1.16	30" C905 DR 25 PVC-PURPLE	LF	$	260.00
117	1.16	36" C905 DR 25 PVC-BLUE	LF	$	320.00
118	1.16	36" C905 DR 25 PVC-PURPLE	LF	$	320.00

119		**PVC, Schedule 80 - Grey, in accordance with ASTM D 1785**			
120	1.16	PVC, Schedule 80, Grey 2"	LF	$	34.00
121	1.16	PVC, Schedule 80, Grey 3"	LF	$	38.00
122	1.16	PVC, Schedule 80, Grey 4"	LF	$	42.00
123	1.16	PVC, Schedule 80, Grey 5"	LF	$	80.00
124	1.16	PVC, Schedule 80, Grey 6"	LF	$	50.00
125	1.16	PVC, Schedule 80, Grey 8"	LF	$	60.00
126	1.16	PVC, Schedule 80, Grey 10"	LF	$	61.00
127	1.16	PVC, Schedule 80, Grey 12"	LF	$	100.00
128		**HDPE, C901 per AWWA Specifications**			
129	1.17	HDPE, DIPS DR9 2"	LF	$	38.00
130	1.17	HDPE, DIPS DR11 3"	LF	$	45.00
131	1.17	HDPE, DIPS DR11 4"	LF	$	50.00
132	1.17	HDPE, DIPS DR11 5"	LF	$	60.00
133	1.17	HDPE, DIPS DR11 6"	LF	$	60.00
134	1.17	HDPE, DIPS DR11 8"	LF	$	75.00
135	1.17	HDPE, DIPS DR11 10"	LF	$	120.00
136	1.17	HDPE, DIPS DR11 12"	LF	$	130.00
137		**Ductile iron pipe, 0' - 6' depth**	LF	$	-
138	1.18	3" DIP, pressure class 350	LF	$	125.00
139	1.18	4" DIP, pressure class 350	LF	$	125.00
140	1.18	6" DIP, pressure class 350	LF	$	125.00
141	1.18	8" DIP, pressure class 350	LF	$	130.00
142	1.18	10" DIP, pressure class 350	LF	$	135.00
143	1.18	12" DIP, pressure class 350	LF	$	150.00
144	1.18	16" DIP, pressure class 350	LF	$	175.00
145	1.18	20" DIP, pressure class 350	LF	$	225.00
146	1.18	24" DIP, pressure class 350	LF	$	255.00
147		**C110 full body mechanical joint or flanged fittings without accessories**			
148	1.19	Miscellaneous MJ fittings for all C110 MJ fittings	LB	$	38.00
149		**C153 mechanical joint fittings or flanged without accessories**			
150	1.19	Miscellaneous MJ fittings for all C153 MJ fittings	LB	$	42.00
151		**Gate valve and box, resilient seated**			
152	1.20	2" gate valve and box	EA	$	825.00
153	1.20	3" gate valve and box	EA	$	1,000.00
154	1.20	4" gate valve and box	EA	$	1,350.00
155	1.20	6" gate valve and box	EA	$	1,750.00
156	1.20	8" gate valve and box	EA	$	2,200.00
157	1.20	10" gate valve and box	EA	$	2,850.00
158	1.20	12" gate valve and box	EA	$	3,450.00
159	1.20	16" gate valve and box	EA	$	11,000.00
160	1.20	18" gate valve and box	EA	$	18,000.00
161	1.20	20" gate valve and box	EA	$	20,000.00
162	1.20	24" gate valve and box	EA	$	24,000.00

163		**Butterfly valve and box**			
164	1.20	12" butterfly valve and box	EA	$	3,000.00
165	1.20	16" butterfly valve and box	EA	$	6,000.00
166	1.20	18" butterfly valve and box	EA	$	6,020.00
167	1.20	20" butterfly valve and box	EA	$	9,000.00
168	1.20	24" butterfly valve and box	EA	$	11,000.00
169	1.20	30" butterfly valve and box	EA	$	25,000.00
170	1.20	36" butterfly valve and box	EA	$	29,000.00
171	1.20	42" butterfly valve and box	EA	$	35,000.00
172		**Plug valve and box**			
173	1.20	2" plug valve and box	EA	$	925.00
174	1.20	3" plug valve and box	EA	$	1,000.00
175	1.20	4" plug valve and box	EA	$	1,200.00
176	1.20	6" plug valve and box	EA	$	1,650.00
177	1.20	8" plug valve and box	EA	$	2,800.00
178	1.20	10" plug valve and box	EA	$	4,000.00
179	1.20	12" plug valve and box	EA	$	5,150.00
180	1.20	16" plug valve and box	EA	$	11,000.00
181	1.20	18" plug valve and box	EA	$	12,000.00
182	1.20	20" plug valve and box	EA	$	17,000.00
183	1.20	24" plug valve and box	EA	$	24,000.00
184	1.20	30" plug valve and box	EA	$	42,000.00
185	1.20	36" plug valve and box	EA	$	60,000.00
186		**OS&Y valve**			
187	1.20	4"	EA	$	1,400.00
188	1.20	6"	EA	$	1,600.00
189	1.20	8"	EA	$	2,400.00
190	1.20	10"	EA	$	4,250.00
191	1.20	12"	EA	$	4,700.00
192	1.20	16"	EA	$	23,000.00
193	1.20	18"	EA	$	30,000.00
194	1.20	20"	EA	$	39,000.00
195	1.20	24"	EA	$	46,000.00
196		**Directional boring**			
197	1.21	2" DR9 HDPE DIPS, roadway undercrossing	LF	$	30.00
198	1.21	3" DR9 HDPE DIPS, roadway undercrossing	LF	$	31.00
199	1.21	4" DR11 HDPE DIPS, roadway undercrossing	LF	$	38.00
200	1.21	6" DR11 HDPE DIPS, roadway undercrossing	LF	$	65.00
201	1.21	8" DR11 HDPE DIPS, roadway undercrossing	LF	$	125.00
202	1.21	10" DR11 HDPE DIPS, roadway undercrossing	LF	$	170.00
203	1.21	12" DR11 HDPE DIPS, roadway undercrossing	LF	$	240.00
204		**Water main blowoff assembly**			
205	1.22	Permanent 2" blowoff assembly and box	EA	$	2,400.00
206	1.22	2" Autoflush blowoff assembly	EA	$	7,000.00

207	1.22	4" Autoflush blowoff assembly	EA	$	7,400.00
208		**Fire hydrant and valve assembly**			
209	1.23	Fire hydrant and valve assembly	EA	$	5,900.00
210		**Thrust block**			
211	1.24	Cast-in-place thrust block	CY	$	650.00
212	1.24	Pre-cast thrust block	EA	$	250.00
213		**Restrained joint devices, bell restraint, for ductile iron pipe or PVC**			
214	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 3"	EA	$	100.00
215	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 4"	EA	$	120.00
216	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 6"	EA	$	140.00
217	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 8"	EA	$	190.00
218	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 10"	EA	$	305.00
219	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 12"	EA	$	330.00
220	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 16"	EA	$	1,070.00
221	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 18"	EA	$	1,300.00
222	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 20"	EA	$	1,700.00
223	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 24"	EA	$	2,100.00
224	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 30"	EA	$	3,000.00
225	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 36"	EA	$	4,300.00
226	1.25	Meg-a-Lug series 1100 or equal, bell restraint, 42"	EA	$	4,500.00
227		**Restrained joint devices, fitting restraint, for ductile iron pipe or PVC**			
228	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 3"	EA	$	90.00
229	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 4"	EA	$	95.00
230	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 6"	EA	$	105.00
231	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 8"	EA	$	120.00
232	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 10"	EA	$	200.00
233	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 12"	EA	$	250.00
234	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 16"	EA	$	400.00
235	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 20"	EA	$	608.00
236	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 24"	EA	$	700.00
237	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 30"	EA	$	1,250.00
238	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 36"	EA	$	2,800.00
239	1.25	Meg-a-Lug Series 1100 or equal, fitting restraint, 42"	EA	$	3,000.00
240		**Tapping sleeve and valve and line stops**			
241	1.26	Tapping sleeve and valve 6" x 4"	EA	$	3,000.00
242	1.26	Tapping sleeve and valve 8" x 4"	EA	$	3,000.00
243	1.26	Tapping sleeve and valve 8" x 6"	EA	$	3,500.00
244	1.26	Tapping sleeve and valve 12" x 8"	EA	$	5,500.00
245	1.26	Tapping sleeve and valve 14" x 8"	EA	$	5,700.00
246	1.26	Tapping sleeve and valve 16" x 8"	EA	$	5,900.00
247	1.26	Tapping sleeve and valve 16" x 12"	EA	$	9,200.00
248	1.26	Tapping sleeve and valve 20" x 8"	EA	$	7,500.00
249	1.26	Tapping sleeve and valve 20" x 12"	EA	$	9,500.00
250	1.26	Tapping sleeve and valve 24" x 8"	EA	$	8,000.00

251	1.26	Tapping sleeve and valve 24" x 12"	EA	$	10,000.00
252	1.26	Tapping sleeve and valve 24" x 16"	EA	$	17,000.00
253	1.26	Tapping sleeve and valve 24" x 20"	EA	$	31,000.00
254	1.26	3" line stop, temporary, up to 2 days use	EA	$	3,500.00
255	1.26	4" line stop, temporary, up to 2 days use	EA	$	7,000.00
256	1.26	6" line stop, temporary, up to 2 days use	EA	$	7,000.00
257	1.26	8" line stop, temporary, up to 2 days use	EA	$	8,000.00
258	1.26	10" line stop, temporary, up to 2 days use	EA	$	10,000.00
259	1.26	12" line stop, temporary, up to 2 days use	EA	$	12,000.00
260	1.26	16" line stop, temporary, up to 2 days use	EA	$	15,000.00
261	1.26	18" line stop, temporary, up to 2 days use	EA	$	19,800.00
262	1.26	20" line stop, temporary, up to 2 days use	EA	$	20,000.00
263	1.26	24" line stop, temporary, up to 2 days use	EA	$	25,000.00
264	1.26	30" line stop, temporary, up to 2 days use	EA	$	38,000.00
265	1.26	36" line stop, temporary, up to 2 days use	EA	$	45,000.00
266	1.26	42" line stop, temporary, up to 2 days use	EA	$	50,000.00
267		**Initial repair excavation, for the first 25 feet of excavation at the following pipe depths (includes mobilization)**			
268	1.27	0'- up to 6' depth	EA	$	6,000.00
269	1.27	over 6' - up to 8' depth	EA	$	6,700.00
270	1.27	over 8' - up to 10' depth	EA	$	8,000.00
271	1.27	over 10' - up to 12' depth	EA	$	9,000.00
272	1.27	over 12' - up to 14' depth	EA	$	9,200.00
273	1.27	over 14' - up to 16' depth	EA	$	9,400.00
274	1.27	over 16' - up to 18' depth	EA	$	10,000.00
275	1.27	over 18' - up to 20' depth	EA	$	12,000.00
276		**Additonal repair excavation, per foot in excess of 25 feet at the following pipe depths to be paid for under separate pay items**			
277	1.28	0'- up to 6' depth	LF	$	80.00
278	1.28	over 6' - up to 8' depth	LF	$	90.00
279	1.28	over 8' - up to 10' depth	LF	$	100.00
280	1.28	over 10' - up to 12' depth	LF	$	105.00
281	1.28	over 12' - up to 14' depth	LF	$	130.00
282	1.28	over 14' - up to 16' depth	LF	$	150.00
283	1.28	over 16' - up to 18' depth	LF	$	200.00
284	1.28	over 18' - up to 20' depth	LF	$	245.00
285		**Sheeting**			
286	1.29	Sheeting - left in place	SF	$	40.00
287	1.30	Sheeting - Removed	SF	$	30.00
288		**Dewatering**			
289	1.31	Well point pump - Initial, 0' - 6' depth (up to 12 well points)	EA	$	4,000.00
290	1.31	Well point pump - Initial, 6' - 8' depth (up to 12 well points)	EA	$	4,100.00
291	1.31	Well point pump - Initial, 8' - 10' depth (up to 12 well points)	EA	$	4,120.00
292	1.31	Well point pump - Initial, 10' - 12' depth (up to 12 well points)	EA	$	4,300.00

293	1.31	Well point pump - Initial, 12' - 14' depth (up to 12 well points)	EA	$	4,800.00
294	1.31	Well point pump - Initial, 14' - 16' depth (up to 12 well points)	EA	$	5,000.00
295	1.31	Well point pump - Initial, 16' - 18' depth (up to 12 well points)	EA	$	5,250.00
296	1.31	Well point pump - Initial, 18' - 20' depth (up to 12 well points)	EA	$	5,600.00
297	1.31	Well point pump - Additional, 0' - 6' depth (per well point)	EA	$	100.00
298	1.31	Well point pump - Additioanl 6' - 8' depth (per well point)	EA	$	105.00
299	1.31	Well point pump - Additional 8' - 10' depth (per well point)	EA	$	107.00
300	1.31	Well point pump - Additional 10' - 12' depth (per well point)	EA	$	120.00
301	1.31	Well point pump - Additional 12' - 14' depth (per well point)	EA	$	125.00
302	1.31	Well point pump - Additional 14' - 16' depth (per well point)	EA	$	150.00
303	1.31	Well point pump - Additional 16' - 18' depth (per well point)	EA	$	200.00
304	1.31	Well point pump - Additional 18' - 20' depth (per well point)	EA	$	220.00
305		**Bypass pumping of sewers, equipment set up and operation (backup pumps are paid for separately as additional pumps)**			
306	1.32	Bypass pump 3" discharge	EA	$	7,000.00
307	1.32	Bypass pump 4" discharge	EA	$	8,500.00
308	1.32	Bypass pump 6" discharge	EA	$	9,500.00
309	1.32	Bypass pump 8" discharge	EA	$	10,000.00
310	1.32	Bypass pump 10" discharge	EA	$	11,000.00
311	1.32	Operation of bypass pumping	ED	$	2,500.00
312		**Gravity sewer pipe C900 DR18 (Green) service pipe**			
313	1.33	3" C900 DR18 (Green) service pipe	LF	$	55.00
314	1.33	4" C900 DR18 (Green) service pipe	LF	$	60.00
315	1.33	6" C900 DR18 (Green) service pipe	LF	$	80.00
316	1.33	8" C900 DR18 (Green) service pipe	LF	$	100.00
317	1.33	10" C900 DR18 (Green) service pipe	LF	$	110.00
318	1.33	12" C900 DR18 (Green) service pipe	LF	$	120.00
319	1.33	15" C900 DR18 (Green) service pipe	LF	$	145.00
320	1.33	18" C900 DR18 (Green) service pipe	LF	$	170.00
321	1.33	20" C900 DR18 (Green) service pipe	LF	$	200.00
322	1.33	24" C900 DR18 (Green) service pipe	LF	$	230.00
323	1.33	30" C900 DR18 (Green) service pipe	LF	$	310.00
324		**Gravity sewer pipe - Ductile Iron**			
325	1.34	3" Ductile Iron Pipe	LF	$	150.00
326	1.34	4" Ductile Iron Pipe	LF	$	120.00
327	1.34	6" Ductile Iron Pipe	LF	$	125.00
328	1.34	8" Ductile Iron Pipe	LF	$	120.00
329	1.34	10" Ductile Iron Pipe	LF	$	140.00
330	1.34	12" Ductile Iron Pipe	LF	$	160.00
331	1.34	15" Ductile Iron Pipe	LF	$	200.00
332	1.34	18" Ductile Iron Pipe	LF	$	235.00
333	1.34	20" Ductile Iron Pipe	LF	$	270.00
334	1.34	24" Ductile Iron Pipe	LF	$	325.00
335	1.34	30" Ductile Iron Pipe	LF	$	420.00

336		**Sewer plugs**			
337	1.35	Up to 8" plug	EA	$	125.00
338	1.35	10" - 15" plug	EA	$	400.00
339	1.35	18" - 21" plug	EA	$	900.00
340	1.35	24" - 36" plug	EA	$	4,000.00
341		**Gravity sewer pipe fittings**			
342	1.35	6 " x 6" x 6" C900 PVC wye	EA	$	610.00
343	1.35	8" x 8" x 6" C900 PVC wye	EA	$	800.00
344	1.35	10 " x 10" x 6" C900 PVC wye	EA	$	1,000.00
345	1.35	12" x 12" x 6" C900 PVC wye	EA	$	1,700.00
346	1.35	15 " x 15" 6" C900 PVC wye	EA	$	3,000.00
347	1.35	18" x 18" 6" C900 PVC wye	EA	$	6,000.00
348	1.35	6" clean out assembly	EA	$	1,350.00
349		**Remove existing manhole**			
350	1.36	4' diameter manhole up to 6'	EA	$	2,500.00
351	1.36	4' diameter manhole over 6' - up to 8' depth	EA	$	2,800.00
352	1.36	4' diameter manhole over 8' - up to 10' depth	EA	$	4,000.00
353	1.36	4' diameter manhole over 10' - up to 12' depth	EA	$	4,250.00
354	1.36	4' diameter manhole over 12' - up to 14' depth	EA	$	4,800.00
355	1.36	4' diameter manhole over 14' - up to 16' depth	EA	$	5,000.00
356	1.36	4' diameter manhole over 16' - up to 18' depth	EA	$	5,800.00
357	1.36	4' diameter manhole over 18' - up to 20' depth	EA	$	6,500.00
358	1.36	5' diameter manhole up to 6'	EA	$	2,400.00
359	1.36	5' diameter manhole over 6' - up to 8' depth	EA	$	2,900.00
360	1.36	5' diameter manhole over 8' - up to 10' depth	EA	$	3,350.00
361	1.36	5' diameter manhole over 10' - up to 12' depth	EA	$	4,000.00
362	1.36	5' diameter manhole over 12' - up to 14' depth	EA	$	4,500.00
363	1.36	5' diameter manhole over 14' - up to 16' depth	EA	$	5,000.00
364	1.36	5' diameter manhole over 16' - up to 18' depth	EA	$	5,700.00
365	1.36	5' diameter manhole over 18' - up to 20' depth	EA	$	6,000.00
366	1.36	6' diameter manhole over 8' - up to 10' depth	EA	$	3,200.00
367	1.36	6' diameter manhole over 10' - up to 12' depth	EA	$	3,400.00
368	1.36	6' diameter manhole over 12' - up to 14' depth	EA	$	4,200.00
369	1.36	6' diameter manhole over 14' - up to 16' depth	EA	$	5,275.00
370	1.36	6' diameter manhole over 16' - up to 18' depth	EA	$	5,900.00
371	1.36	6' diameter manhole over 18' - up to 20' depth	EA	$	6,500.00
372		**Adjustment of manhole ring and cover (+/-) 1'**			
373	1.36	Adjust manhole ring and cover	EA	$	770.00
374		**Manhole drop connection - outside**			
375	1.37	8" main, 2' - up to 4' (vertical) drop	EA	$	2,600.00
376	1.37	8" main, over 4' - up to 6' (vertical) drop	EA	$	3,000.00
377		**Manhole drop connection - inside (gravity or force main)**			
378	1.38	Connect to existing manhole with inside PVC drop connection 4"	EA	$	1,000.00
379	1.38	Connect to existing manhole with inside PVC drop connection 6'	EA	$	1,400.00

380	1.38	Connect to existing manhole with inside PVC drop connection 8"	EA	$	1,600.00
381	1.38	Connect to existing manhole with inside PVC drop connection 10"	EA	$	2,200.00
382	1.38	Connect to existing manhole with inside PVC drop connection 12"	EA	$	2,600.00
383		**Removal of existing pipelines - nonhazardous**			
384	1.39	2" through 4" diameter pipe	LF	$	30.00
385	1.39	6" through 8" diameter pipe	LF	$	40.00
386	1.39	10" through 12" diameter pipe	LF	$	65.00
387	1.39	15" through 20" diameter pipe	LF	$	90.00
388	1.39	24" through 42" diameter pipe	LF	$	100.00
389		**Grouting and abandonment of existing pipeline**			
390	1.40	2" through 4" diameter pipe	LF	$	12.00
391	1.40	6" through 8" diameter pipe	LF	$	15.00
392	1.40	10" through 12" diameter pipe	LF	$	22.00
393	1.40	15" through 20" diameter pipe	LF	$	39.00
394	1.40	24" through 30" diameter pipe	LF	$	75.00
395	1.40	36" diameter pipe and larger	LF	$	150.00
396		**Install new precast manholes, including ring, cover and associated appurtenances**			
397	1.41	4' diameter manhole up to 6'	EA	$	6,000.00
398	1.41	4' diameter manhole over 6' - up to 8' depth	EA	$	7,000.00
399	1.41	4' diameter manhole over 8' - up to 10' depth	EA	$	7,800.00
400	1.41	4' diameter manhole over 10' - up to 12' depth	EA	$	10,000.00
401	1.41	4' diameter manhole over 12' - up to 14' depth	EA	$	11,000.00
402	1.41	4' diameter manhole over 14' - up to 16' depth	EA	$	11,500.00
403	1.41	4' diameter manhole over 16' - up to 18' depth	EA	$	14,000.00
404	1.41	4' diameter manhole over 18' - up to 20' depth	EA	$	15,000.00
405	1.41	5' diameter manhole up to 6'	EA	$	8,000.00
406	1.41	5' diameter manhole over 6' - up to 8' Depth	EA	$	9,000.00
407	1.41	5' diameter manhole over 8' - up to 10' depth	EA	$	10,000.00
408	1.41	5' diameter manhole over 10' - up to 12' depth	EA	$	13,000.00
409	1.41	5' diameter manhole over 12' - up to 14' depth	EA	$	16,000.00
410	1.41	5' diameter manhole over 14' - up to 16' depth	EA	$	18,000.00
411	1.41	5' diameter manhole over 16' - up to 18' depth	EA	$	22,000.00
412	1.41	5' diameter manhole over 18' - up to 20' depth	EA	$	28,000.00
413	1.41	6' diameter manhole over 8' - up to 10' depth	EA	$	11,000.00
414	1.41	6' diameter manhole over 10' - up to 12' depth	EA	$	11,500.00
415	1.41	6' diameter manhole over 12' - up to 14' depth	EA	$	14,000.00
416	1.41	6' diameter manhole over 14' - up to 16' depth	EA	$	16,000.00
417	1.41	6' diameter manhole over 16' - up to 18' depth	EA	$	24,000.00
418	1.41	6' diameter manhole over 18' - up to 20' depth	EA	$	25,000.00
419		**Water services**			
420	1.42	4" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,000.00
421	1.42	4" x 1" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,200.00
422	1.42	4" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,600.00

423	1.42	4" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,700.00
424	1.42	6" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,250.00
425	1.42	6" x 1" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,325.00
426	1.42	6" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,600.00
427	1.42	6" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,700.00
428	1.42	8" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,300.00
429	1.42	8" x 1" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,350.00
430	1.42	8" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,525.00
431	1.42	8" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,800.00
432	1.42	10" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,250.00
433	1.42	10" x 1" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,450.00
434	1.42	10" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,600.00
435	1.42	10" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,000.00
436	1.42	12" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,300.00
437	1.42	12" x 1" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,400.00
438	1.42	12" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,700.00
439	1.42	12" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,000.00
440	1.42	16" x 3/4" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,500.00
441	1.42	16" x 1" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,550.00
442	1.42	16" x 1 1/2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	1,785.00
443	1.42	16" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,200.00
444	1.42	20" x 2" saddle, 2" corp stop and 2" curb stop assembly	EA	$	2,250.00
445	1.42	24" x 2" saddle, 2"corp stop and 2" curb stop assembly	EA	$	2,300.00
446	1.42	2" blue PE tubing, installation	LF	$	42.00
447	1.42	2" blue PE tubing, additional tubing above ground	LF	$	30.00
448	1.42	1 1/2" blue PE tubing, meter connection	LF	$	32.00
449	1.42	1 1/2" blue PE tubing, additional tubing above ground	LF	$	32.00
450	1.42	1" blue PE tubing, meter connection	LF	$	42.00
451	1.42	1" blue PE tubing, additional tubing above ground	LF	$	28.00
452	1.42	3/4" blue PE tubing, meter connection	LF	$	35.00
453	1.42	3/4" blue PE tubing, additional tubing above ground	LF	$	32.00
454	1.42	3/4" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	300.00
455	1.42	1" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	325.00
456	1.42	1 1/2" Brass (Ford) Curb Stop, (Meter X CTS)	EA	$	400.00
457	1.42	2" x 3/4" meter connection - single service line and meter box	EA	$	1,000.00
458		**Lining and Sheeting**			
459	1.43	Furnish and Install Fiberglass Liner With Top and Grout	SF	$	300.00
460	1.43	Install Polymorphic Resin (I.E.T.) Liner Systems	SF	$	45.00
461	1.43	Install 100% Calcium Aluminate (Sewper CoatTM) Lining System (minimum 1" thickness)	SF	$	27.00
462	1.43	Install SpectraShieldTM Lining System	SF	$	45.00
463	1.43	Install Urethane/ Epoxy, Polyurea (Green MonsterTM) Lining System	SF	$	44.00
464	1.43	Furnish and Install Wet Well Draw Tube	VF	$	225.00

465	1.43	Furnish, Install and Remove Temporary Sheeting	SF	$ 25.00
466	1.43	Furnish and Install Permanent Sheeting	SF	$ 45.00
467		**Sewer Pipe TV Inspections**		
468	1.44	Sewer main cleaning and TV inspection (8-inch through 12-inch)	LF	$ 22.00
469	1.44	Sewer main cleaning and TV inspection (15-inch through 21-inch)	LF	$ 50.00
470	1.44	Sewer main cleaning and TV inspection (21-inch through 24-inch)	LF	$ 53.00
471	1.44	Sewer Lateral TV inspection from main w/ P&T Camera (up to 30 feet)	LF	$ 12.00
472	1.44	Sewer Lateral TV inspection from main (beyond 30 feet)	LF	$ 20.00
473	1.44	Sewer Lateral TV inspection from cleanout w/P&T Camera (up to 30 feet)	LF	$ 16.00
474	1.44	Sewer Lateral TV inspection from cleanout (beyond 30 feet)	LF	$ 16.00
475		**Sewer Cleanout Installations**		
476	1.45	Cleanout installation in grass area (up to 5 feet in depth)	LF	$ 1,600.00
477	1.45	Cleanout installation in asphalt area (up to 5 feet in depth)	LF	$ 1,700.00
478	1.45	Cleanout installation in concrete area (up to 5 feet in depth)	LF	$ 2,000.00
479	1.45	Cleanout installation (beyond 5 feet in depth)	LF	$ 230.00
480	1.45	Work in rear-yard easement (items listed above)	LF	$ 500.00
481		**Sewer Pipe Laterals**		
482	1.46	Lateral Pipe Grouting, to facilitate proper lateral liner installation.	LF	$ 60.00
483	1.46	Lateral Pipe Testing. (10% of installations)	LF	$ 40.00
484	1.46	Mechanical Root or Grease Removal (10-inch and smaller)	LF	$ 65.00
485	1.46	Mechanical Tuberculation Removal (10-inch or smaller)	LF	$ 100.00
486	1.46	Bypass pumping (8-inch and 10-inch sewer)	LF	$ 185.00
487	1.46	Bypass pumping (12-inch and 15-inch sewer)	LF	$ 199.00
488	1.46	Bypass pumping (18-inch and 24-inch sewer)	LF	$ 200.00
489		**Miscellaneous**		
490	1.47	Emergency work premium		$ 10,000.00

TLC Diversified, Inc.

Vendor Name

AGENDA ITEM NO. H12.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2021

SUBMITTED BY: Mike Helfrich, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Authorize the City Manager for the Execution of a "Piggy Back" Contract to Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract from Polk County in the total amount of $723,000.

RECOMMENDATION:

Staff recommends to the Commission to authorize the City Manager to execute a "Piggy Back" Contract to Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract from Polk County in the total amount of $723,000.

BACKGROUND:

In July 2019, the Public Works Department requested from the City Commission authorization for the execution of a "Piggy Back" Contract to Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract from Pasco County.

The July 2019 the contract expired and the Public Works Department is requesting authorization to proceed with the proposed "Piggy Back" Contract to Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract from Polk County dated November 16, 2020.

POLICY/PURPOSE:

To request authorization for the City for the Execution of a "Piggy Back" Contract to Ajax Paving Industries of Florida, LLC

using an Annual Roadway Contract from Polk County.

STRATEGIC PLAN RELEVANCE:

Roadmap for Infrastructure, Goal 1: Protect City assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION:

In an effort to minimize costs and streamline processes, staff proposes the execution of a "Piggy Back" Contract to Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract from Polk County dated November 16, 2020. (See Exhibit 1). To complete the proposed roadway projects in the adopted FY 2022 budget, a purchase authorization to Ajax Paving Industries of Florida, LLC in the amount of $723,000 is requested.

FUNDING:

Funding for this contract is in the following accounts:

1. Penny for Pinellas - 123-5300-63403 $ 200,000.00
2. County Gas Tax - 126-4512-63403 $ 100,000.00
3. Stormwater - 450-5380-63000 $ 423,000.00

MOTION:

I move to approve and authorize the City Manager to execute a "Piggy Back" Contract to Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract from Polk County in the amount of $723,000.

ATTACHMENTS:
Exhibit A - 22-005-PB - CONTRACT
Exhibit B - Vendor Response to Bid - 20-1019
Exhibit C - Award Letter

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND Ajax Paving Industries of Florida, LLC (Ajax)

PERTAINING TO

Roadway Resurfacing

CONTRACT NUMBER PB 22-005

This Contract is made and entered into on the _____ day of _____, 20_____ ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and corporate and organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 (**"CITY"**), and Ajax Paving Industries of Florida, LLC (Ajax), whose address is 1 Ajax Dr. North Venice, FL ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal to Polk County for Roadway Resurfacing in response to Bid 20-1019 and subsequently entered into a contract dated November 16, 2020 with Polk County, as set forth in Exhibit A, the attached Contract Documents;

WHEREAS, the CONTRACTOR agreed to make available to the CITY the prices submitted should the CITY desire to buy under the terms and conditions of the Polk County Contract;

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for Roadway Resurfacing in the City of Treasure Island and the City Commission desires to procure those services under the Polk County Contract; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants are set forth, which the parties hereto agree as follows:

1. RECITALS. The Recitals are true and correct and are incorporated herein.

2. SCOPE OF WORK. The Scope of Work is identified in the Polk County Contract, and the CONTRACTOR's scope of work with the CITY more specifically defined in Exhibit B attached hereto and incorporated herein.

3. CONTRACT TERMS.
   a. The Contract will consist of and include all of the agreement terms and conditions and component documents comprising the Polk County Contract. With exception of references to public entity Polk County, manuals, procedures, policies or departments, when the "Polk County" is mentioned in the Polk County Contract, per this Contract "Polk County" should be replaced with "CITY."
   b. CONTRACTOR agrees to furnish all labor, equipment, machine and the skill necessary for the entire work effort as set forth in the Polk County Contract to the satisfaction of the CITY or its duly authorized representative.
   c. The CITY agrees to pay the CONTRACTOR for services rendered in accordance with the primary structure set forth in the Polk County Contract and more particularly described in Exhibit B.
   d. Pursuant to Sec. 7 (Invoicing) of the bid specifications of Bid 20-1019 of the Polk County Contract, invoices for City Work will be submitted to:

      The City of Treasure Island
      Attention: Accounts Payable
      120 108th Avenue
      Treasure Island, Florida 33706
      Phone: (727)-547-4575
      Fax: (727)-547-4582
      mmunger@mytreasureisland.org

   or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above. All notices required to be given to CONTRACTOR under this Contract will be sent to CONTRACTOR at the address first listed in this Contract or such other address as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above.

4. The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONTRACTOR agrees, to the extent

required by law, to keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

a. provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
b. ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
c. meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically will be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR's response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records will be a material breach 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 CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

5. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with section 448.095(2), Florida Statutes, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned

to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit state that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If the City has a good faith belief that the Contractor or subcontractor has knowingly violated section 448.09, Florida Statutes, it must terminate the Contract.

6. Miscellaneous

a. Entire Agreement. This Contract represents the entire agreement. No prior discussions or negotiations will be enforceable, unless included in this Contract.

b. Assignment; Amendment or Modification. This Contract is not assignable. Any modification to this Contract must be made in writing, executed by both Parties.

c. Governing Law; Effective Date. This Contract will be governed and construed in accordance with the laws of the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above identified venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Contract.

d. Nothing in this Contract will be interpreted as a waiver by the CITY of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the CITY expressly reserves these rights to the full extent allowed by law. This provision will survive completion or termination of this Contract.

e. It is understood and agreed by the Parties that if any part, term or provision of this Contract is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

f. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Contract will be deemed and treated as drafted jointly by all the

Parties. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any Party to the Contract, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.

g. All words used in this Contract in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Contract are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

h. Each of the Parties to this Contract covenants to the other Party to this Contract that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner set forth below.

i. This Contract must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written and remain in effect as provided in the Polk County Contract.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this Contract.

AS TO CONTRACTOR:

Ajax Paving Industries of Florida, LLC (Ajax)
Company Name

Joe Minich
Printed Name

Area Manager
Title

Signature

ATTEST:

City Clerk

CITY OF TREASURE ISLAND, FLORIDA:

City Manager

Approved as to form and sufficiency:

City Attorney

Signature Acknowledgement
(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: September 22, 2020

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: Ajax Paving Industries of Florida, LLC

Mailing Address: One Ajax Drive

City: North Venice

State: Florida

Zip Code: 34275

(Area Code) Telephone Number: (941) 486-3600

Toll Free Number:

Email Address: kcoggins@ajaxpaving.com

Authorized Signature: Christie Alvaro

Name: Christie Alvaro

Title: Assistant Secretary

This bid may be used by any other Government Agency. [ ] YES [X] NO [ ] N/A

Bidders Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Ajax Paving Industries of Florida, LLC

DBA/Fictitious Name (if applicable): _____

TIN #: 26-1871966

Address: One Ajax Drive

City: North Venice

State: Florida

Zip Code: 34275

County: Sarasota

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Kara Coggins

Phone Number: 941-486-3600

Cell Phone Number: 941-650-3627

Email Address: kcoggins@ajaxpaving.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☒ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form
(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): Ajax Paving Industries of Florida, LLC does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: Christie Alvarez

Date: September 22, 2020

Insurance Requirements

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida

330 W Church St, Room 150

Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

Insurance
(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid Title: Roadway Resurfacing Bid Number: 20-1019.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: Ajax Paving Industries of Florida, LLC

Bidder Signature: Christie Alvaro
Christie Alvaro, Assistant Secretary

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

1.4 The Vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor's superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

Bid 20-1019, Roadway Resurfacing

Safety Requirements/Regulations Form

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 22 day of September, 2020

Name of Firm Ajax Paving Industries of Florida, LLC

By Christie Alvaro Christie Alvaro

Title of Person Signing: Assistant Secretary

(SEAL)

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 day of September, 2020, by Christie Alvaro (*name*) as Assistant Secretary (*title of officer*) of Ajax Paving Industries of Florida, LLC (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Taylor Nicole Shaner

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

TAYLOR NICOLE SHANER
Notary Public - State of Florida
Commission # HH 005670
My Comm. Expires Jun 1, 2024
Bonded through National Notary Assn.

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Ajax Paving Industries of Florida, LLC

Signature: Christie Alvaro

Title: Christie Alvaro, Assistant Secretary

Date: September 22, 2020

State of: Florida

County of: Sarasota

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 day of September, 2020, by Christie Alvaro (*name*) as Assistant Secretary (*title of officer*) of Ajax Paving Industries of Florida, LLC (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Taylor Nicole Shaner

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

TAYLOR NICOLE SHANER
Notary Public - State of Florida
Commission # HH 005670
My Comm. Expires Jun 1, 2024
Bonded through National Notary Assn.

Special Conditions

1. Award will be made to all responsive bidders who meet the requirements specified under the Bidder Qualifications (see Attachment "A"). Bidders must bid on all 91 items for the bid to be considered responsive. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. The period of performance for this bid is from the date of award through October 30, 2021 ("termination Date"). This bid will automatically renew, extending the Termination Date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #13 and #14. If the County provides notice to the Vendor at least 30 days prior to the Termination Date that it has not put in place a new bid for the goods, then this Bid shall remain in effect on a month-to-month basis until terminated by written notice from the County Procurement Division to the Vendor, but not longer than four (4) months following the termination date.
3. **Performance of Work:** Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.
4. All prices bid shall remain unchanged during the period of performance except as provided in subsection 4.A immediately below and in General Information items #15 and #20.

    A. The bid unit price for bituminous material only, will be adjusted during the contract year to reflect increases or decreases in the asphalt price index (API) of bituminous material from the API in effect during the month in which bids

are received as per FDOT Section 9. Refer to Bituminous Material definition in the Specifications item #5 h.

5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at https://www.polk-county.net/procurement/bids. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. Successful bidder must register in our Vendor Database if you have not already done so. A purchase order cannot be issued to a vendor until they have registered. You may register at https:www.polk-county.net/procurement/vendor-registration.
7. Any additions, deletions, or modification similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.
8. While the County Administration Building will be open to the public beginning May 11, 2020, bidders may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Vendors that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.

BID SHEET

The Bid Sheets for this bid are available on the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "Bid 20-1019, Roadway Resurfacing.zip", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

All Bid Sheets are in Excel format and are to be submitted on a cd or flash drive with your Bid Package along with the hard copy. The CD or flash drive must be labeled with the company name and Bid number.

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked and you need only enter the unit cost. The Bid Sheet will automatically calculate the extension, therefore you must enter the Unit Cost per the Unit Packaging as requested on the Bid Sheets. Any notes you wish to make are to be made in the Remarks section below.

Vendor Name: Ajax Paving Industries of Florida, LLC

August 26, 2020

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
BID # 20-1019, Roadway Resurfacing

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions and answers received and attachment.

Ken Brush
Ken Brush
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature: Christie Alvaro
Printed Name: Christie Alvaro
Title: Assistant Secretary
Company: Ajax Paving Industries of Florida, LLC

September 2, 2020

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
BID # 20-1019, Roadway Resurfacing

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions and answers received and revisions.

Ken Brush
Ken Brush
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature	Christie Alvaro
Printed Name:	Christie Alvaro
Title:	Assistant Secretary
Company:	Ajax Paving Industries of Florida, LLC

September 3, 2020

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
BID # 20-1019, Roadway Resurfacing

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers and revisions.

Ken Brush
Ken Brush
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature	Christie Alvaro
Printed Name:	Christie Alvaro
Title:	Asst. Corp. Secretary
Company:	Ajax Paving Industries of Florida, LLC

September 4, 2020

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4
BID # 20-1019, Roadway Resurfacing

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers.

The Bid Receiving Date has been extended one (1) weeks. The revised Bid Receiving Date is Wednesday, September 16, 2020, prior to 2:00 p.m. The question deadline will not be extended.

Ken Brush
Ken Brush
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature: Christie Alvaro
Printed Name: Christie Alvaro
Title: Asst. Corp. Secretary
Company: Ajax Paving Industries of Florida, LLC

September 15, 2020

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 5
BID # 20-1019, Roadway Resurfacing

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Receiving Extension.

The Bid Receiving Date has been extended one (1) weeks. The revised Bid Receiving Date is Wednesday, September 23, 2020, prior to 2:00 p.m. The question deadline will not be extended.

Ken Brush
Ken Brush
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature: Christie Alvaro
Printed Name: Christie Alvaro
Title: Assistant Secretary
Company: Ajax Paving Industries of Florida, LLC

September 16, 2020

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 6
BID # 20-1019, Roadway Resurfacing

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers and revised bid sheet.

Ken Brush
Ken Brush
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature	Christie Alvaro
Printed Name:	Christie Alvaro
Title:	Asst. Corp. Secretary
Company:	Ajax Paving Industries of Florida, LLC

AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

INDIVIDUAL'S NAME	POSITION/OFFICE	TYPE OF WORK	YEARS EXPERIENCE	CAPACITY
Michael A. Horan, P.E.	Chief Executive Officer, Manager	5,6,7,8,9,10	43	Civil Engineer/Manager
Vince Hafeli	President	5,6,7,8,9,10	34	Engineer/Manager
Natalie Woody, P.E.	Secretary/Treasurer	5,6,7,8,9,10	12	Enginner/Secretary/Treasurer
Scott Pittman, P.E.	VP of Operations - North Region	5,6,7,8,9,10	21	Civil Engineer/Manager
Andre DeCraene	VP of Operations - South Region	5,6,7,8,9,10	21	Engineer/Manager
Tom Daquanna	Construction Manager - Tampa	5,6,7,8,9,10	34	Engineer/Manager
Matt Horan	Area Manager - Sarasota	5,6,7,8,9,10	10	Civil Engineer/Project Manager
Matthew Desotell	Area Manager - Fort Myers	5,6,7,8,9,10	8	Civil Engineer/Project Manager
Joe Minich	Area Manager - Tampa	5,6,7,8,9,10	20	Civil Engineer/Estimator
Mike Woody	TPR Coordinator	5,6,7,8,9,10	6	Project Engineer
Mike Curle	Quality Control Manager - Asphalt	5,6,7,8,9,10	23	Quality Control Manager
John Savage	Project Manager	5,6,7,8,9,10	20	Quality Control Manager
Rusty Reynolds	Asphalt Plant Operations Manager	5,6,7,8,9,10	35	Asphalt Plant Operations Manager
Mickey Cox	General Manager - Plants and Materials	5,6,7,8,9,10	28	Asphalt Plant Operations Manager
Jim Price, P.E.	Project Manager	5,6,7,8,9,10	23	Civil Engineer/Project Manager
Dale Purcell	Construction Manager	5,6,7,8,9,10	24	Construction Manager
Jayson Brown, P.E.	Project Manager	5,6,7,8,9,10	12	Civil Engineer/Project Manager
Jason Prokopetz, P.E.	Project Manager	5,6,7,8,9,10	20	Civil Engineer/Project Manager
Mike Morgan, P.E.	Project Manager	5,6,7,8,9,10	34	Civil Engineer/Project Manager
Linda Bailey	EEO Officer	5,6,7,8,9,10	12	EEO Officer
Mandy Kustra	Safety Director	5,6,7,8,9,10	19	Safety Director
Eric Green	Safety Manager	5,6,7,8,9,10	14	Safety Manager
Bob Kern	Safety Manager	5,6,7,8,9,10	2	Safety Manager
Steve Ayers	Design Build Project Director	5,6,7,8,9,10	45	Engineer/Manager
Felipe Jaramillo, P.E.	Alternative Contracting Project Manager	5,6,7,8,9,10	17	Civil Engineer/Project Manager
Jerry Hunt	Construction Manager	5,6,7,8,9,10	42	Construction Manager
Garrett Fons	Construction Manager	5,6,7,8,9,10	21	Construction Manager
Roger Owens	Project Manager	5,6,7,8,9,10	35	Project Engineer
Nathan Hassler, P.E.	Project Manager	5,6,7,8,9,10	11	Project Engineer
Clayton Cross	Project Manager	5,6,7,8,9,10	18	Project Engineer
Chris Stewart	Project Superintendent	5,6,7,8,9,10	28	Foreman/Superintendent
Wally Cabral	Project Superintendent	5,6,7,8,9,10	40	Foreman/Superintendent
Ralph Bridger	Project Superintendent	5,6,7,8,9,10	43	Foreman/Superintendent
Joseph Dutton	Project Superintendent	5,6,7,8,9,10	29	Foreman/Superintendent
Brian Pittman	Asphalt Paving Superintendent	5,6,7,8,9,10	15	Foreman/Superintendent
Christie Alvaro, P.E.	Senior Estimator	5,6,7,8,9,10	22	Civil Engineer/Senior Estimator
Dave Reid	Senior Estimator	5,6,7,8,9,10	26	Senior Estimator

Type of Work:

5 Grading (Includes Clearing and Grubbing, Excavation and Embankment
6 Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
7 Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
8 Portland Cement Concrete Paving
9 Hot Plant-Mixed Bituminous Structural and Surface Courses
10 Milling

Certificate of Completion

John E. Duncan

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

01/22/2022	37	Juan Morales	35535
Date Expires	FDOT Provider #	Instructor	Certificate #

ATSSA
SAFER ROADS SAVE LIVES

ATSSA
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
donna.clark@atssa.com

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

FDOT

This Certifies that
John E. Duncan

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 01/22/2022 **Certificate #** 35535
Instructor: Juan Morales **FDOT Provider #** 37

ATSSA
Phone: 540-368-1701
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
donna.clark@atssa.com

ATSSA
SAFER ROADS SAVE LIVES

Certificate of Completion

PAUL COBO

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

08/12/2024	37	Juan Morales	64728
Date Expires	FDOT Provider #	Instructor	Certificate #

ATSSA
SAFER ROADS SAVE LIVES

ATSSA
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
donna.clark@atssa.com

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

FDOT

This Certifies that
PAUL COBO

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 08/12/2024 **Certificate #** 64728
Instructor: Juan Morales **FDOT Provider #** 37

ATSSA
Phone: 540-368-1701
15 Riverside Parkway Ste.100
Fredericksburg, VA,
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donna.clark@atssa.com

ATSSA
SAFER ROADS SAVE LIVES

Addendum #6 - Bid Sheet - (Submittal Page)

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Yearly Total Cost
120	**EXCAVATION AND EMBANKMENT**				
120-1	Excavation Regular	CY	1,500	$ 26.10	$ 39,150.00
120-2-2	Borrow Excavation (Truck Measure)	CY	2,500	$ 46.00	$ 115,000.00
	ROADWAY				
160-4	Type B Stablization (12" LBR 60)	SY	3,000	$ 11.15	$ 33,450.00
285-7	Optional Base Course - Limerock	CY	500	$ 125.00	$ 62,500.00
285-7	Optional Base Course - Crushed Concrete	CY	500	$ 112.00	$ 56,000.00
285-7-A1	Optional Base (Asphaltic Base Course) **110 TN or less - Patch Projects**	TN	1,100	$ 195.00	$ 214,500.00
285-7-A2	Optional Base (Asphaltic Base Course) Greater than 110 TN	TN	2,500	$ 105.00	$ 262,500.00
312-70	Cover Material for Crack Relief Layer	SY	150,000	$ 3.50	$ 525,000.00
PC-001-1	Superpave Asphaltic Concrete **(Traffic C, SP 4.75)** Greater than 110 TN	TN	2,500	$ 166.00	$ 415,000.00
PC-001-2	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** Greater than 110 TN	TN	30,000	$ 111.00	$ 3,330,000.00
PC-001-3	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** Greater than 110 TN	TN	60,000	$ 98.75	$ 5,925,000.00
PC-001-4	Superpave Asphaltic Concrete **(Traffic C, SP 9.5) 110 TN or less - Patch Projects**	TN	1,100	$ 238.00	$ 261,800.00
PC-001-5	Superpave Asphaltic Concrete for Asphalt Handwork	TN	30	$ 205.00	$ 6,150.00
337-7	Asphaltic Concrete Friction Course **(FC-9.5)**	TN	25,000	$ 132.60	$ 3,315,000.00
PC-002-1	Milling of Existing Asphalt Pavement for Projects 0 to 1.5" **(Material retained by Contractor)**	SY	250,000	$ 1.60	$ 400,000.00
PC-002-2	Milling of Existing Asphalt Pavement for Projects 0 to 1.5" **(Material loaded in County vehicles & retained by County)**	SY	62,000	$ 1.10	$ 68,200.00
PC-002-3	Milling of Existing Asphalt Pavement for Projects 1.5 to 3" **(Material retained by Contractor)**	SY	175,000	$ 1.65	$ 288,750.00
PC-002-4	Milling of Existing Asphalt Pavement for Projects 1.5 to 3" **(Material loaded in County vehicles & retained by County)**	SY	45,000	$ 1.15	$ 51,750.00
PC-002-5	Milling of Existing Asphalt Pavement for Projects 3" to 4" **(Material retained by Contractor)**	SY	15,000	$ 2.15	$ 32,250.00
PC-002-6	Milling of Existing Asphalt Pavement for Projects 3" to 4" **(Material loaded in County vehicles & retained by County)**	SY	7,000	$ 2.25	$ 15,750.00
PC-002-7	Mobilization of Milling machine for patch work order (trucking included)	EA	10	$ 6,500.00	$ 65,000.00
PC-008	Removal of Asphalt/Concrete & Sawcutting	CY	800	$ 39.00	$ 31,200.00
102-99-1	Portable Changeable Message Sign	EA/day	10	$ 50.00	$ 500.00
PC-003-1	Asphalt Speed Table	EA	10	$ 3,900.00	$ 39,000.00
PC-003-2	Asphalt Speed Hump	EA	20	$ 2,500.00	$ 50,000.00
PC-004	Light Towers	EA/day	10	$ 50.00	$ 500.00
PC-005-1	Manhole Risers - furnish and install	EA	20	$ 400.00	$ 8,000.00
PC-005-2	Manhole Risers - install only	EA	50	$ 250.00	$ 12,500.00
	SHOULDER AND ROADSIDE				
104-13-1	Staked Silt Fence (Type III)	LF	1,000	$ 3.00	$ 3,000.00
104-18	Inlet protection System	EA	30	$ 125.00	$ 3,750.00
110-10	Mailbox (Remove and Replace) includes cost of mailbo	EA	50	$ 160.00	$ 8,000.00
570-1-1	Performance Turf - Seed and Mulch	SY	1,000	$ 10.00	$ 10,000.00
570-1-2A	Performance Turf - Sod **(St. Augustine)**	SY	60	$ 8.65	$ 519.00
570-1-2B	Performance Turf - Sod **(Bahia)**	SY	82,000	$ 2.45	$ 200,900.00
577-70	Reworking shoulders, slopes and roadside ditches	SY	80,000	$ 3.55	$ 284,000.00
PC-006	Concrete work (sidewalks/driveways, flumes & ramps)	CY	250	$ 735.00	$ 183,750.00

Addendum #6 - Bid Sheet - (Submittal Page)

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Yearly Total Cost
PC-011	**Reflective Pavement Markers**	**EA**			
PC-011-1	Reflective Pavement Marker (Remove)	EA	5,000	$ 1.10	$ 5,500.00
PC-011-2	Furnish/Install Bi-Directional Yellow Marker (A/A)	EA	5,000	$ 3.75	$ 18,750.00
PC-011-3	Furnish/Install Bi-Directional White/Red Marker (C/R)	EA	30	$ 4.35	$ 130.50
PC-011-4	Furnish/Install Mono-Directional Yellow Marker (M/A)	EA	30	$ 4.35	$ 130.50
710	**Painted Pavement Markings (710)**				
11-111	Standard, White, Solid 6"	NM	30	$ 975.00	$ 29,250.00
11-122	Standard, White, Solid 8"	LF	500	$ 1.00	$ 500.00
11-123	Standard, White, Solid 12"	LF	400	$ 1.50	$ 600.00
11-124	Standard, White, Solid 18"	LF	1,000	$ 1.75	$ 1,750.00
11-125	Standard, White, Solid 24"	LF	6,000	$ 2.00	$ 12,000.00
11-131	Standard, White Skip 6"	GM	9	$ 800.00	$ 7,200.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	5,000	$ 0.25	$ 1,250.00
11-160	Standard, White, Message	EA	15	$ 50.00	$ 750.00
11-170	Standard, White, Arrows	EA	10	$ 35.00	$ 350.00
11-180	Standard, White, Yield Line	LF	500	$ 3.00	$ 1,500.00
11-211	Standard, Yellow, Solid 6"	NM	11	$ 975.00	$ 10,725.00
11-222	Standard, Yellow, Solid 8"	LF	500	$ 1.00	$ 500.00
11-223	Standard, Yellow, Solid 12"	LF	100	$ 2.00	$ 200.00
11-224	Standard, Yellow, Solid 18"	LF	1,600	$ 3.00	$ 4,800.00
11-225	Standard, Yellow, Solid 24"	LF	40	$ 4.00	$ 160.00
11-231	Standard, Yellow, Skip 6"	GM	5	$ 750.00	$ 3,750.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	5,500	$ 0.25	$ 1,375.00
710	**Durable Pavement Markings (710)**				
11-111	Durable, White, Solid 6"	NM	30	$ 1,950.00	$ 58,500.00
11-122	Durable, White, Solid 8"	LF	500	$ 1.00	$ 500.00
11-123	Durable, White, Solid 12"	LF	400	$ 2.00	$ 800.00
11-124	Durable, White, Solid 18"	LF	1,000	$ 3.00	$ 3,000.00
11-125	Durable, White, Solid 24"	LF	6,000	$ 2.50	$ 15,000.00
11-131	Durable, White Skip 6"	GM	9	$ 1,000.00	$ 9,000.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	5,000	$ 0.30	$ 1,500.00
11-160	Durable, White, Message	EA	15	$ 110.00	$ 1,650.00
11-170	Durable, White, Arrows	EA	10	$ 55.00	$ 550.00
11-180	Durable, White, Yield Line	LF	500	$ 5.50	$ 2,750.00
11-211	Durable, Yellow, Solid 6"	NM	11	$ 1,950.00	$ 21,450.00
11-222	Durable, Yellow, Solid 8"	LF	500	$ 1.00	$ 500.00
11-223	Durable, Yellow, Solid 12"	LF	100	$ 2.00	$ 200.00
11-224	Durable, Yellow, Solid 18"	LF	1,600	$ 3.00	$ 4,800.00
11-225	Durable, Yellow, Solid 24"	LF	40	$ 4.00	$ 160.00
11-231	Durable, Yellow, Skip 6"	GM	5	$ 1,000.00	$ 5,000.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	5,500	$ 0.50	$ 2,750.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	7	$ 4,765.00	$ 33,355.00
11-122	Thermo, Standard, White, Solid 8"	LF	500	$ 2.00	$ 1,000.00
11-123	Thermo, Standard, White, Solid 12"	LF	75	$ 3.50	$ 262.50
11-124	Thermo, Standard, White, Solid 18"	LF	500	$ 4.50	$ 2,250.00
11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 7.00	$ 700.00
11-131	Thermo, Standard, White Skip 6"	GM	0.5	$ 2,000.00	$ 1,000.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6	LF	1,000	$ 1.00	$ 1,000.00
11-160	Thermo, Standard, White, Message	EA	30	$ 175.00	$ 5,250.00
11-170	Thermo, Standard, White, Arrows	EA	30	$ 60.00	$ 1,800.00
11-180	Thermo, Standard, White, Yield Line	LF	500	$ 17.00	$ 8,500.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	5	$ 4,750.00	$ 23,750.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	500	$ 1.50	$ 750.00

Addendum #6 - Bid Sheet - (Submittal Page)

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Yearly Total Cost
11-223	Thermo, Standard, Yellow, Solid 12"	LF	500	$ 3.50	$ 1,750.00
11-224	Thermo, Standard, Yellow, Solid 18"	LF	300	$ 4.40	$ 1,320.00
11-225	Thermo, Standard, Yellow, Solid 24"	LF	30	$ 5.00	$ 150.00
11-231	Thermo, Standard, Yellow, Skip 6"	GM	5	$ 1,750.00	$ 8,750.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap,	LF	1,000	$ 2.00	$ 2,000.00
			Grand Total (Basis of Award)		**$ 16,641,237.50**

GUY HURLEY
INSURANCE & SURETY SERVICES

August 3, 2020

TO WHOM IT MAY CONCERN:

RE: Ajax Paving Industries of Florida, LLC

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida, LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

We write bonds for Ajax Paving Industries of Florida, LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of $200,000,000.00 per single project and $500,000,000.00 in aggregate. Liberty Mutual Insurance Company is licensed to business in all states and has an A.M. Best Rating of "A" with a financial size of Class "XV". Liberty Mutual Insurance Company's Treasury Listing is $1,289,139,000.00.

Ajax Paving Industries of Florida, LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida, LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida, LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Holly Nichols, Attorney-in-fact

DIRECT 248 519 1400 | FAX 248 519 1401 | 989 E. South Boulevard Suite 200 | Rochester Hills MI 48307

AECOM
4415 Metro Parkway
Suite 404
Fort Myers, FL 33916
www.aecom.com

239.278.7996 tel
239.278.0913 fax

September 9, 2020

Attn: Ken Brush, Senior Procurement Analyst
Polk County Purchasing Department
330 E. Church St
Bartow, Fl 33830

RE: **Ajax Paving Industries of FL, LLC – Adherence to FDOT Maintenance of Traffic Indices**

Financial Project No:	408286-6-52-01 & 408286-5-52-01
FAP No:	1001069P & 1001070P
Contract No:	T1997
County:	Hendry
Project Description:	SR 80 From Dalton Lane to CR 833

Dear Mr. Brush:

I am the Project Administrator with oversight responsibility for work performed by Ajax Paving Industries of FL, LLC (Ajax) on the above referenced project.

The purpose of this letter is to affirm that Ajax provided adequate certified MOT personnel and followed specified MOT indices in the performance of this project. I would recommend them for similar work on other projects.

Sincerely,

Keith Riddle, CGC
AECOM
CEI Project Administrator
M +1-239-340-2389
keith.riddle@aecom.com
aecom.com

CHRIS-TEL CONSTRUCTION
BUILD | RESTORE | PRESERVE

September 9, 2020

Subject:

Ajax Paving Industries of FL, LLC – Adherence to FDOT Maintenance of Traffic Indices - Estero Blvd Improvements Project Contract Number 7114 – RFQ 140308

To whom it may concern:

I am the Project Manager with oversight responsibility for work performed by Ajax Paving Industries of FL, LLC (Ajax) on the Estero Blvd Improvements Project Segment 3 and 4 located in Lee County, FL.

The purpose of this letter is to affirm that Ajax provided adequate certified MOT personnel and followed specified MOT indices in the performance of this project. I would recommend them for similar work on other projects.

Sincerely,

Darin A. Brown
Manager – Site and Civil Construction
Chris-Tel Construction
drown@christelconstruction.com
239-839-1393

Hillsborough County Florida

ENGINEERING & OPERATIONS DEPARTMENT
PO Box 1110 Tampa, FL 33601-1110
813-635-5400 | Fax: (813) 272-5811

BOARD OF COUNTY COMMISSIONERS
Ken Hagan
Pat Kemp
Lesley "Les" Miller, Jr.
Sandra L. Murman
Kimberly Overman
Mariella Smith
Stacy R. White
COUNTY ADMINISTRATOR
Bonnie M. Wise
COUNTY ATTORNEY
Christine M. Beck
INTERNAL AUDITOR
Peggy Caskey

PUBLIC WORKS ADMINISTRATOR
John W. Lyons

David Merritt

Project Manager

Hillsborough County Engineering and Operations Department

M:813-734-3899 E: merrittd@HCFL.gov

Date: 9-15-2020

Subject: Ajax Paving Industries of FL, LLC – Adherence to FDOT Maintenance of Traffic Indices
Big Bend Resurfacing, CIP#69631.092

To whom it may concern:

I am the Project Manger with oversight responsibility for work performed by Ajax Paving Industries of FL, LLC (Ajax) on (Subject Project) located in Hillsborough County, FL .

The purpose of this letter is to affirm that Ajax provided adequate certified MOT personnel and followed specified MOT indices in the performance of this project .I would recommend them for similar work on other projects.

Sincerely,

David Merritt

DMerritt

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Date: September 15, 2020

Public Works Department / Pavement Management
4454 Grand Boulevard
New Port Richey, FL 34652

RE: Ajax Paving Industries of FL, LLC – Adherence to FDOT Maintenance of Traffic Indices
Project Name, number and description

To whom it may concern:

As the Senior Project Manager, I am responsible for the oversight work performed by Ajax Paving Industries of Florida, LLC (Ajax) on several projects completed in Pasco County, Florida.

I can affirm that Ajax Paving Industries provided adequate certified Maintenance of Traffic personnel that followed specified MOT standards in the performance of their duties. I hereby recommend Ajax Paving Industries to perform similar work on future projects.

Sincerely,

Michael Silvey
Senior Project Manager
727 834-3601
msilvey@pascocountyfl.net

CITY of Pinellas Park, FL
The Heart of Pinellas

Mark Miller
AJAX Paving Industries of Florida
1 Ajax Drive,
North Venice, FL 34275

Date: September 9, 2020

Subject: Ajax Paving Industries of FL, LLC – Adherence to FDOT Maintenance of Traffic Indices
City of Pinellas Park Annual Street Resurfacing, (19481-104-Program Construt).

To whom it may concern:

I am supervisor with the Transportation and Stormwater Division of Public works for the City of Pinellas Park. I oversee the Annual Street Resurfacing program.

The purpose of this letter is to affirm that Ajax provided adequate certified MOT personnel and followed specified MOT indices in the performance of this project .I would recommend them for similar work on other projects.

Sincerely,

Kyle B. Arrison

Kyle B. Arrison
Stormwater Supervisor
Transportation and Stormwater
Public Works
City of Pinellas Park
6250 82nd Ave N
Pinellas Park, FL 33781

Sarasota County

September 16, 2020

Polk County Purchasing Dept
Attn: Ken Brush – Senior Procurement Analyst
330 E. Church St
Bartow, FL 33830

SUBJECT: Letter of Recommendation
Contract No.: 2016-336
Description: Resurfacing Center Road and Various

To Whom It May Concern:

Sarasota County contracted with Ajax Paving Industries of Florida, LLC to resurface multiple roadways, both arterial and local classifications, around southern Sarasota County for $7,106,402.45. This project consisted of milling, base repairs, structural and friction courses, along with ADA improvements, signing and pavement markings. All construction was per the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and FDOT Standard Index, including MOT Indices.

Ajax Paving Industries of Florida, LLC meet all project specifications regarding asphaltic material properties and placement. The project was completed within contractual time limits and completed under contracted value.

Should you have any questions, please do not hesitate to contact me at (941) 914-3319 or email at sboudrea@scgov.net.

Sincerely,

Sandra M. Boudreau, P.E., PMP
Transportation/Stormwater Construction Manager

cc: Thai Tran, P.E., Transportation Operations Manager, Capital Projects

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

5/2/2020

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due 4/30/2021.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

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

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

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

Sincerely,

Alan D. Autry

Alan D. Autry, Manager
Contracts Administration Office

AA:aa

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. **234697** **CLASS: B** **EXPIRES: 9/30/2021**

OWNER NAME
MICHAEL HORAN

LOCATION
POLK COUNTY
POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

AJAX PAVING INDUSTRIES OF FLORIDA LLC

ONE AJAX DR
NORTH VENICE, FL 34275

CODE	ACTIVITY TYPE
230150	CONTRACTOR GENERAL
230290	CONTRACTOR UNDERGROUND UTILEXC

PROFESSIONAL LICENSE (IF APPLICABLE)
CUC1224679
CGC1516738

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1070847.0001-0002 09/03/2020 09/03/2020 PLR 104 72.19 AJAX PAVING INDUSTRIES OF FLOR

Certificate of Completion

Jayson A. Brown

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

05/15/2021	37	Richard Cabrera	28865
Date Expires	FDOT Provider #	Instructor	Certificate #

ATSSA
SAFER ROADS SAVE LIVES

ATSSA
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
donna.clark@atssa.com

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

FDOT

This Certifies that
Jayson A. Brown

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 05/15/2021 **Certificate #** 28865
Instructor: Richard Cabrera **FDOT Provider #** 37

ATSSA
Phone: 540-368-1701
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
donna.clark@atssa.com

ATSSA
SAFER ROADS SAVE LIVES

Certificate of Completion

Mandy M. Kustra

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

02/04/2023	37	Richard Cabrera	47497
Date Expires	FDOT Provider #	Instructor	Certificate #

ATSSA
SAFER ROADS SAVE LIVES

ATSSA
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
donna.clark@atssa.com

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

Certificate of Completion

Walter S. Cabral

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

11/29/2020	8	Kenneth Boehle	23180
Date Expires	FDOT Provider #	Instructor	Certificate #

MTC
MANATEE
TECHNICAL
COLLEGE

MTC Traffic & Workforce Safety Program
6305 S.R. 70 E.
Bradenton, FL 34203
www.manateetech.edu
koperr@manateeschools.net

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

FDOT

This Certifies that
Walter S. Cabral

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 11/29/2020 **Certificate #** 23180
Instructor: Kenneth Boehle **FDOT Provider #** 8

MTC Traffic & Workforce Safety Program
Phone: 941-580-0382
6305 S.R. 70 E.
Bradenton, FL 34203
www.manateetech.edu
koperr@manateeschools.net

MTC
MANATEE
TECHNICAL
COLLEGE

Florida's Crossroads of Opportunity

330 West Church Street, Room 150
PO Box 9005 • Drawer AS05
Bartow, Florida 33831-9005

Board of County Commissioners

PHONE: 863-534-6757
FAX: 863-534-6789
www.polk-county.net

PROCUREMENT DIVISION

November 16, 2020

VIA EMAIL ONLY
kcoggins@ajaxpaving.com

Christie Alvaro
Ajax Paving Industries of Florida, LLC
1 Ajax Drive
North Venice, FL 34275

Subject: Bid 20-1019, Roadway Resurfacing

Dear Christie Alvaro:

This letter is to inform you that on November 2, 2020 the Polk County Procurement Director awarded the subject bid to your company. This letter is not a Notice to Commence Services.

At this time, you are required to furnish the Procurement Division with a Certificate of Insurance. The County also requires that you obtain a Polk County Business Tax Receipt in order to do business with Polk County. The Certificate of Insurance, and copy of Polk County Business Tax Receipt must be provided within ten (10) business days from the date of this letter.

If you have any questions, feel free to contract me at (863) 534-6727.

Sincerely,

Ken Brush

Ken Brush
Senior Procurement Analyst

The successful vendor shall purchase and maintain in force during the contract period, the insurance as specified with an insurer licensed to do business in the State of Florida; rated “A VIII” or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 West Church Street, 1st Floor, Bartow, Florida 33830. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. For non-exempt vendors, Employers Liability in the amount of $1,000,000. Commercial General Liability Insurance: $1,000,000 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance: $1,000,000 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. Workers Compensation and General Liability shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

The Certificate Holder must be stated as:

Polk County, a Political Subdivision of the State of Florida
330 West Church Street, 1st Floor
Bartow, Florida 33830

The County must be an additional named insured in regards to General and Automobile Liability. Coverage must be provided by an insurer licensed to do business in the State of Florida and must be rated “A VIII” or better by A.M. Best Rating Company for Class VIII financial size category. Waiver of subrogation in favor of Polk County is required for General Liability and Worker’s Compensation coverage’s.

Notation on the certificate reflecting the additional insured status and the waiver of subrogation or copies of the endorsements must be provided to verify requirements. “**All work performed for Polk County**” must be noted on the certificate.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

AGENDA ITEM NO. H13.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2021

SUBMITTED BY: Stacy Boyles, Public Works

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Authorize City Manager Purchase Authority for Advanced Engineering & Design in the Amount of $221,500 for Engineering Services for FY 2022.

RECOMMENDATION:

Staff recommends the approval of the proposed work authorization for Advanced Engineering and Design in the amount of $221,500 for stormwater and wastewater engineering services for FY 2022.

BACKGROUND:

Advanced Engineering & Design (AED) is a current contract with the City to continuing engineering services. AED recently completed the City's Watershed Management Plan (WMP) and has performed the design for the City's lift station rehabilitations.

POLICY/PURPOSE:

The purpose of this item is to request approval of a work authorization for AED in the amount of $221,500 for engineering services for FY 2022.

STRATEGIC PLAN RELEVANCE:

The City's Strategic Plan Environmental Sustainability Road Map Goal 1 is to *Become an environmentally sustainable and resilient community*. Objective 2 under this goal is to *Rise above sea-level challenges.* Bold Action 1 is to *update the seawall and shoreline development codes*. Bold Action 4 is to *pursue funding for and implement projects identified by the Watershed Management Plan.*

The Infrastructure Road Map Goal 1 is to *Protect City assets to*

sustain the future of Treasure Island.

ANALYSIS/DISCUSSION:

Following the recommendations of the WMP, the City will be pursuing updates to ordinances and land development regulations that are related to stormwater. The proposed work authorization will provide the following services:

- Development of the Resiliency Implementation Manual to guide public and private use of fill material;
- Recommend updates to the City's Comprehensive Plan, ordinances, and land development codes;
- Assist the City in developing grant applications for stormwater and/or wastewater projects;
- Develop pre-design options for the elevation and reconstruction of the West Causeway for grant applications to include traffic calming and community engagement;
- 20-year stormwater CIP planning (required now per state statute); and
- NPDES reporting.

FUNDING:

Funding is available from the following accounts:

- 420-5350-63451 $46,000 - LS3 Engineering
- 450-5380-31200 $7,500 - Stormwater Grant Writing Services
- 450-5380-31200 $135,000 - Resiliency Implementation Manual
- 450-5380-31300 $11,000 - NPDES Reporting/Engineering
- 450-5380-63452 $22,000 - West Causeway Pre-Design Services

A portion of the cost for the Resiliency Implementation Manual will be offset by a Florida DEO grant in the amount of $50,000. The grant agreement is expected to come before the commission in the next month.

MOTION:

I move to approve the work authorization for Advanced Engineering and Design in the amount of $221,500 for engineering services in FY 2022.

ATTACHMENTS:
Advanced Engineering & Design Work Authorization

CITY OF TREASURE ISLAND, FLORIDA
DEPARTMENT OF PUBLIC WORKS
WORK ORDER INITIATION AND AUTHORIZATION FORM
Revision Number _____

Submittal Date: 9/27/2021
Contractor Firm: Advanced Engineering & Design

CTI Contract Number:
CTI Project Number:

PROJECT TITLE

FY 2022 Engineering Services

SCOPE OF WORK

- Development of the Resiliency Implementation Manual to guide public and private use of fill material;
- Recommend updates to the City's Comprehensive Plan, ordinances, and land development codes;
- Assist the City in developing grant applications for stormwater and/or wastewater projects;
- Develop pre-design options for the elevation and reconstruction of the West Causeway for grant applications to include traffic calming and community engagement;
- 20-year stormwater CIP planning; and
- NPDES reporting.

PROJECT GOALS

To provide wastewater and stormwater engineering services.

BUDGET

$221,500

SCHEDULE

Project specific - as determined by the City

STAFF ASSIGNMENTS

William Reidy, PE; Justin Keller, PE; Rafal Kadaj, PE; Steven Torres

SPECIAL CONSIDERATIONS

PREPARED BY:

William G. Reidy, P.E. — 9/27/2021 Date

Consultant

William G. Reidy

APPROVED BY:

_____ — 9/27/2021 Date

City of Treasure Island
Stacy Boyles, PE