



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
Hybrid Meeting
Wednesday, March 3, 2021
6:30 P.M.**

Town Hall

Assembly Hall

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC FORUM: Non-Agenda Items Only NOTE:** A three minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
- 6. REPORTS**

Public Safety	Commissioner Kornijtschuk
Building/Code	Commissioner Will
Public Works/Parks	Commissioner Steiermann
Finance	Vice Mayor Dorgan
Mayor	
Town Clerk	
Attorney Daigneault	
Boards & Committees	
- 7. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, February 17, 2021**
 - B. Bill List for Day Ending February 26, 2021**
- 8. UNFINISHED BUSINESS**
 - A. Bid Package: Boca Ciega Bay Stormwater Project**
- 9. NEW BUSINESS**
 - A. 2019-2020 Audit Presentation**
 - B. Discussion: Ordinance 2021-02: An Ordinance of the Town of Redington Beach, Florida Amending Articles I and II of Chapter 13, (Parks and Recreation) of the Town Code to Remove Outdated, Preempted or Unenforceable Provisions and to Incorporate Current State and Federal Law Requirements; Making Related Findings; Providing for Codification, Severability, and an Effective Date.**
 - C. Discussion: Ordinance 2021-03: An Ordinance of the Town of Redington Beach, Florida, Amending Chapter 21 (Traffic, Vehicles and Parking) of the Town Code to Remove**



Outdated, Preempted, or Unenforceable Provisions and to Incorporate Current State and Federal Law Requirements; Making Related Findings; Providing for Codification, Severability, and an Effective Date.

D. Personnel Manual: Vacation Time

10. OTHER BUSINESS

11. ADJOURNMENT

Note: The Town of Redington Beach Board of Commissioners meet the First and Third Wednesday of each month beginning at 6:30 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings

Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose 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 based. (F.S 286.0105) **Notice Regarding Special Accommodations: (F.S. 286.26)**



Missy Clarke is inviting you to a scheduled Zoom meeting.

Topic: BOC Regular Meeting

Time: Mar 3, 2021 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88950113574?pwd=TVk3QzR5MFI1T1FBcXlFdArc3A4QT09>

Meeting ID: 889 5011 3574

Passcode: 428042

One tap mobile

+13017158592,,88950113574#,,,,*428042# US (Washington DC)

+13126266799,,88950113574#,,,,*428042# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 889 5011 3574

Passcode: 428042

Find your local number: <https://us02web.zoom.us/u/kb7a3QSJKF>



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, February 17, 2021
6:30 p.m.

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, February 17, 2020, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Simons called the **Regular Meeting** to order and led the pledge of allegiance. Mayor Simons requested that masks be worn unless a person is at the podium to speak on an agenda item.

Roll Call

	Present	Absent
Commissioner Kornijtschuk	X	
Commissioner Steiermann	X	
Commissioner Will	X	
Vice Mayor Dorgan	X	
Mayor Simons	X	
Town Attorney Eschenfelder	X	
Town Clerk Clarke	X	

Agenda: Mayor Simons requested that Item C under unfinished business be moved after the consent agenda to accommodate the fire chiefs. He also requested that item 9 A, be moved after the fire chiefs. A motion by Commissioner Steiermann and seconded by Commissioner Will to accept the agenda as amended. Motion passed with all ayes.

Public Forum: None

Public Safety

- Nothing to Report.

Building

- Nothing to Report.

Public Works

- Nothing to Report.

Finance

- Nothing to Report.

Mayor

- Nothing to Report.

Town Clerk

- Nothing to Report.

Town Attorney

- Nothing to Report

Boards and Committees

- Nothing to Report

CONSENT AGENDA

A. Board Regular Meeting Minutes, February 3, 2021

B. Bill list ending for Day ending February 12, 2021

A motion by Vice Mayor Dorgan and seconded by Commissioner Will to approve the consent agenda as presented. No public comment. Roll Call vote. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk			X		
Commissioner Steiermann			X		
Commissioner Will		X	X		
Vice Mayor Dorgan	X		X		
Mayor Simons			X		

UNFINISHED BUSINESS

- A. Continued Reading of Ordinance 2020-10: An Ordinance of the Town of Redington Beach, Pinellas County, Florida Amending Chapter 9, (Fire Prevention and Protection) of the Town Code to Remove Outdated, Preempted, or Unenforceable Provisions, and to incorporate Current State and Federal Law Requirements; making Related Findings; Providing for Codification, Severability, and an Effective Date.** Attorney Eschenfelder read the ordinance by title only. A motion by Commissioner Kornijtschuk and seconded by Commissioner Steiermann to adopt the ordinance on its first reading. Chief Burford of Seminole spoke in support of the ordinance and the effort that was put into putting this together. Questions were asked on section 9-4 and 9-6 in regards to ammunition and propane heaters in lanai areas. Chief Burford noted that as long as the propane heaters are UL certified and used according to the manufacturer's directions, the heaters would be allowable. The consensus of the commission was to take the word gunpowder out of the ordinance. Roll call vote was taken and motion passed with all ayes.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk	X		X		
Commissioner Steiermann		X	X		
Commissioner Will			X		
Vice Mayor Dorgan			X		
Mayor Simons			X		

NEW BUSINESS

- A. First Reading: Ordinance 2021-01: An Ordinance of the Town of Redington Beach, Pinellas County, Florida, Amending the Town Code of Ordinances Chapter 5 – Boats, Docks, and Waterways, Article III – Bulkheads, Docks, Etc., in Boca Ciega Bay, Section -5-57 – Specifications for Docks; Providing for Severability and Establishing an Effective Date.** Attorney Eschenfelder read the ordinance by title only. A motion by Commissioner Steiermann to adopt the ordinance with a change to allow nonconforming docks to be able to apply for a variance. Commissioner Will seconded the motion.

Steve Redman, Francis Masucci, Doug Spealer, Kirby from Colonial Builders, Doug Shepard, Chris Newman, and Mike Miller from Gibson Marine all spoke on the ordinance regarding the language for nonconforming docks, hardships, and concerns regarding adding to an existing nonconforming dock. Mayor Simons suggested having the second reading at the April 7th meeting. The consensus of the commission was to have this heard at the March 17th meeting. Town attorney will update the ordinance to add language that a nonconforming dock shall not require a variance if it doesn't exceed the current footprint. Roll call vote was taken and motion passed with all ayes.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk			X		
Commissioner Steiermann	X		X		
Commissioner Will		X	X		
Vice Mayor Dorgan			X		
Mayor Simons			X		

UNFINISHED BUSINESS

- A. Ordinance 2020-14: An ordinance of the town of Redington Beach, Pinellas County, Florida, Repealing and Replacing Town Code Chapter 18.5, Stormwater, Establishing New General Provisions, New Definitions, and New Operating Requirements; Updating the Provisions for Stormwater Management Utility Fees and for the Stormwater Utility Fee, Making Related Findings; Providing for Severability, and Establishing an Effective Date.** Attorney Eschenfelder read the ordinance by title only. Town Planner, Bruce McLaughlin noted that a stormwater utility fee needs to be established by resolution and this will be heard by the planning board on March 30th. It can then be passed onto the commission for approval at their April 7th meeting. A motion by Commissioner Kornijtschuk and seconded by Commissioner Will to continue to a date certain on this ordinance. Motion passed with all ayes.

- B. Final Reading: Ordinance 2019-07: An Ordinance of the Town of Redington Beach, Florida, Amending Chapters 16 and 17 of the Town Code Concerning Sales and Signs to Remove Outdated, Preempted, or Unenforceable provisions and to incorporate Current State and Federal Law Requirements; Making Related Findings; Providing for Codification, Severability, and an Effective Date.** Attorney Eschenfelder read the ordinance by title only. A motion by Commissioner Will and seconded by Commissioner Kornijtschuk to adopt Ordinance 2019-07 on its final reading. Town Planner, Bruce McLaughlin noted that this ordinance is consistent with the comprehensive plan. Commissioner Steiermann had a question on the flags and Commissioner Kornijtschuk had a question on the size of the realtor signs. Attorney Eschenfelder will make the change as to the change. Roll call vote was taken and motion passed with all ayes.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk		X	X		
Commissioner Steiermann			X		
Commissioner Will	X		X		
Vice Mayor Dorgan			X		
Mayor Simons			X		

- C. Continued Reading of Ordinance 2020-13: An Ordinance of the Town of Redington Beach, Pinellas County, Florida, Repealing and Replacing Town Code Chapter `10, Floodplain Management by Creating New Administration Requirements, New Definitions, and New Provisions for Flood Resistant Development, Making Related Findings; Providing for Severability; and Establishing an Effective Date.** Attorney Eschenfelder read the ordinance by title only. A motion by Commissioner Will and seconded by Commissioner Kornijtschuk to adopt the ordinance on its first reading. Town Planner, Bruce McLaughlin noted that this has been reviewed by the planning board and is consistent with the comprehensive plan. It will still need to go to FEMA for approval. Mr. McLaughlin noted that staff also recommends the inclusion of provisions regarding enclosed areas below the flood elevation. It was the consensus of the commission, not to have this included in the ordinance. No public comment. Motion passed with all ayes. The second reading for this ordinance will be held on March 17th.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk		X	X		
Commissioner Steiermann			X		
Commissioner Will	X		X		
Vice Mayor Dorgan			X		
Mayor Simons			X		

New Business

- B. Vacancy on BOC: Attorney memo:** Mayor Simons referred to the memo from the town attorney in regards to filling the vacancy of Commissioner Will's seat. A motion by Commissioner Steiermann to make the appointment after the election on March 9th and have

the newly elected officers make the nomination. Seconded by Vice Mayor Dorgan. Discussion amongst the commissioners. Roll call vote was taken and motion passed by majority.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk				X	
Commissioner Steiermann	X		X		
Commissioner Will				X	
Vice Mayor Dorgan		X	X		
Mayor Simons			X		

Other Business

With no further business, a motion was made by Vice Mayor Kornijtschuk and seconded by Commissioner Will to adjourn. Regular meeting was adjourned at 8:03 p.m.

Adopted: , 2021

Missy Clarke, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/26/2021

Time: 11:08 am

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.230	Group Insurance FLORIDA MUN INSURANCE	2021-02-25	3/1-3/31/2021	0	02/25/2021	02/25/2021	802.73
							802.73
101-512-512.231	Life Insurance FLORIDA MUN INSURANCE	2021-02-25	3/1-3/31/2021	0	02/25/2021	02/25/2021	9.75
							9.75
101-512-512.232	Dental Insurance FLORIDA MUN INSURANCE	2021-02-25	3/1-3/31/2021	0	02/25/2021	02/25/2021	64.15
							64.15
101-512-512.269	Flood Insurance WRIGHT NAT FLOOD INS CC	2021-02-11	2021 Flood Ins. Premium	0	02/11/2021	02/11/2021	6,208.00
							6,208.00
101-512-512.410	Telephone BRIGHT HOUSE NETWORKS	056775401020921	2/8-3/7/2021	0	02/09/2021	02/09/2021	199.96
							199.96
101-512-512.411	Internet Services BRIGHT HOUSE NETWORKS	056775401020921	2/8-3/7/2021	0	02/09/2021	02/09/2021	131.97
							131.97
101-512-512.420	Postage CHASE CARD SERVICES	2021-02-16	Postage	0	02/16/2021	02/16/2021	50.00
	CHASE CARD SERVICES	2021-02-16-1	Postage	0	02/16/2021	02/16/2021	50.00
							100.00
101-512-512.421	Stamps.com CHASE CARD SERVICES	2021-	Stamps.com March 2021	0	02/25/2021	02/25/2021	17.99
							17.99
101-512-512.510	Office Supplies APEX OFFICE PRODUCTS	2171508-0	Paper towels, can liners	0	02/18/2021	02/18/2021	63.10
	CHASE CARD SERVICES	CS2692184091	McAfee2/19/21-2/19/23	0	02/19/2021	02/19/2021	59.99
	CHASE CARD SERVICES	02186G	UPS Store - Comp Plan Mailing	0	02/24/2021	02/24/2021	317.17
	CHASE CARD SERVICES	114-9471589-7468256	Clock, batteries	0	02/25/2021	02/25/2021	40.78
							481.04
Total Dept. Town Clerk:							8,015.59
Dept: 513 Finance & Admin							
101-513-513.230	Group Insurance FLORIDA MUN INSURANCE	2021-02-25	3/1-3/31/2021	0	02/25/2021	02/25/2021	809.98
							809.98
101-513-513.231	Life Insurance FLORIDA MUN INSURANCE	2021-02-25	3/1-3/31/2021	0	02/25/2021	02/25/2021	9.75
							9.75
101-513-513.232	Dental Insurance FLORIDA MUN INSURANCE	2021-02-25	3/1-3/31/2021	0	02/25/2021	02/25/2021	32.01
							32.01
101-513-513.320	Audit Fee CLIFTON LARSON ALLEN LL	2744623	FY 19-20 Audit Svcs	0	02/21/2021	02/21/2021	10,584.00
							10,584.00
Total Dept. Finance & Admin:							11,435.74
Dept: 515 Comprehensive Planni							
101-515-515.310	Planning						

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/26/2021

Time: 11:08 am

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	BRUCE MCLAUGHLIN CONS	2021-02-26	2/12-2/25/2021	0	02/26/2021	02/26/2021	2,268.00
	LTA ENGINEERS, LLC	2259	Comp Plan 1/1-1/31/21	0	02/24/2021	02/24/2021	1,602.34
							3,870.34
							Total Dept. Comprehensive Planning: 3,870.34
Dept: 524 Protective Services							
101-524-524.310	Code Enforcement						
	PINELLAS COUNTY SHERIFF	970926	Jan 2021 Code Enf.	0	02/04/2021	02/04/2021	2,633.40
							2,633.40
							Total Dept. Protective Services: 2,633.40
Dept: 539 Department of Public Works							
101-539-539.230	Group Insurance						
	FLORIDA MUN INSURANCE	2021-02-25	3/1-3/31/2021	0	02/25/2021	02/25/2021	1,597.32
							1,597.32
101-539-539.231	Life Insurance - [						
	FLORIDA MUN INSURANCE	2021-02-25	3/1-3/31/2021	0	02/25/2021	02/25/2021	19.50
							19.50
101-539-539.232	Dental Insurance						
	FLORIDA MUN INSURANCE	2021-02-25	3/1-3/31/2021	0	02/25/2021	02/25/2021	137.03
							137.03
							Total Dept. Department of Public Works: 1,753.85
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	PINELLAS COUNTY UTILITIES	2021-02-25	12/4/2020-2/2/2021	0	02/25/2021	02/25/2021	158.14
							158.14
101-572-572.522	Gasoline & Oil						
	CHASE CARD SERVICES	327590	SPEEDWAY-Diesel fuel	0	02/17/2021	02/17/2021	36.58
	WEX BANK	339119	Unleaded	0	02/11/2021	02/11/2021	61.21
	WEX BANK	2021-02-25	Late Fee, interest	0	02/25/2021	02/25/2021	45.50
							143.29
101-572-572.599	Swim Buoys						
	ROLYAN BUOYS	3681640	10 buoys	0	02/19/2021	02/19/2021	1,579.00
							1,579.00
							Total Dept. Parks and Recreation: 1,880.43
							Total Fund General Fund: 29,589.35
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.650	Engineering Expense						
	LTA ENGINEERS, LLC	2261	Strmwtr Project 1/1-1/31/21	0	02/24/2021	02/24/2021	2,211.65
	LTA ENGINEERS, LLC	2262	Grant Svcs 1/1-1/31/21	0	02/24/2021	02/24/2021	346.66
	LTA ENGINEERS, LLC	2260	Strmwtr Proj. 1/1-1/31/21	0	02/24/2021	02/24/2021	5,342.17
							7,900.48
							Total Dept. Storm Water: 7,900.48
							Total Fund Storm Water: 7,900.48
							Grand Total: 37,489.83

2/25/2021

9725 Payroll
9726 Payroll
9727 Payroll
9728 Payroll
9729 Payroll
9730 Payroll
9731 Payroll
9732 Payroll
9733 Payroll
Payroll Liabilities
Retirement

277.05
277.05
381.75
277.05
277.05
2,324.28
1,421.53
1,384.00
1,085.64
3,534.08
1,601.26

EFT
EFT

12,840.74

MAYOR SIMONS

COMMISSIONER WILL

COMMISSIONER KORNIJTSCHUK

VICE MAYOR DORGAN

ATTEST:

COMMISSIONER STEIERMANN

Missy Clarke, CMC, Town Clerk

Regular Meeting of March 3, 2021

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

THE TOWN OF REDINGTON BEACH (AS OWNER)

and

_____ (AS CONTRACTOR)

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**CONSTRUCTION AGREEMENT
FOR STIPULATED SUM
BOCA CIEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Town of Redington Beach, a Florida municipal corporation, referred to herein as "Owner", and the firm of [REDACTED], incorporated in the State of [REDACTED] and registered and licensed to do business in the State of Florida (license # [REDACTED]), referred to herein as "Contractor."

WHEREAS, the Owner intends to hire a contractor to install Best Management Practices (BMPs) and Stormwater Retrofits along a portion of Redington Drive and 3rd Street East between 162nd Avenue and 164th Avenue in Redington Beach, the aforementioned improvements being hereinafter referred to and defined as the "Project"; and

WHEREAS, in response to Owner's Invitation for Bid No. 2021-01 (the "IFB"), Contractor has submitted its Bid (the "Contractor's Bid") to provide the aforementioned construction services.

NOW THEREFORE, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

1. Contract Documents. The Contract Documents consist of:

- this Agreement and attached Exhibits,
- the General Conditions,
- the Supplementary Conditions (if any),
- the Special Conditions (if any),
- the Drawings (the titles of which are attached hereto as **Exhibit A**),
- the Specifications (the titles of which are attached hereto as **Exhibit B**),
- any Addenda issued prior to execution of this Agreement,
- the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications),
- any interpretations issued pursuant to the Invitation for Bid,
- the Contractor's Bid,
- the permits,
- the notice of intent to award,
- the Notice to Proceed,
- the purchase order(s) (if any),
- any other documents listed in this Agreement, and
- Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement.

These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents. In the event of conflict between

them, the document listed first shall control any later-listed document, except that the Specifications shall control over all other documents.

2. Work. The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. Date of Commencement and Substantial Completion.

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than 120 days from the date of commencement, or as follows:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

[staff or consulting engineer to provide after taking into account timeline proposed in Bid]	
--	--

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$1,000 per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. The Contractor agrees that such liquidated damages will not constitute a penalty, but were instead calculated to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Contract Sum.

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ Dollars and Zero Cents (\$ _____), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. *(State the numbers or other identification of accepted alternates. If decisions on other alternates*

are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

5. Payments.

A. Progress Payments.

- (1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- (3) Payments shall be made by Owner in accordance with the requirements of Florida Statutes § 218.735.
- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
 - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site

for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of five percent (5.00%);

- iii. Subtract the aggregate of previous payments made by the Owner; and
 - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:
- i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
 - ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.
- (8) Reduction or limitation of retainage, if any, shall be as follows:
- Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment.
- (9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- (1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- (2) A final Application for Payment has been approved by the Architect/Engineer.

6. Termination or Suspension.

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

7. Other Provisions.

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall 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 this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the Owner cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Owner that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Owner shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

J. Owner Direct Purchases. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the Town. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

8. Insurance and Bonding. If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and

Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

9. Independent Contractor. The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

10. Entire Agreement. This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

11. Amendments; Waivers; Assignment.

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

12. Validity. Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

13. Covenant To Defend. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

15. Construction.

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

16. Severability. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

18. Attorney’s Fees and Costs. In any claim dispute procedure or litigation arising from this Agreement, including any appellate proceedings, each party hereto shall be solely responsible for paying its attorney’s fees and costs without regard to the outcome of such procedure or litigation.

19. Notices. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:

Email: _____

To the Contractor:

Email: _____

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

20. Exhibits. Exhibits to this Agreement are as follows:

Exhibit A—Drawings

Exhibit B—Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order

WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.

Name of Contractor

By: _____

Printed Name: _____

Title: _____

TOWN OF REDINGTON BEACH

By: _____

Printed Name: _____

Title: _____

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: LTA Engineers LLC, a limited liability corporation, registered and licensed to do business in the State of Florida.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid, unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner’s contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: Town of Redington Beach, a Florida municipal corporation.

V. Owner’s Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Procurement Ordinance: The Owner's Procurement Code, as set forth in the Town's Code of Ordinances and any related resolutions, as amended from time to time, and any implementing regulations associated therewith.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

NN. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

OO. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Response to Invitation for Bid. The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

2.2 General Contractor Responsibilities. In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The

Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

2.3 Project Schedule. The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

- A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a

construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

2.4 Construction Services. The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid and the Bid.

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not

release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means and methods of construction.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and shall thereafter be entitled to reimbursement from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;

- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For substitutes not included with the Bid, but submitted after the effective date of the Contract Documents, Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to

determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

- (2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- (3) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.
- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.

- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall

not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.
- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.
- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
 - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
 - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
 - (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
 - (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;

- (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
- (f) Provide a quality control program as provided under Section 2.4.C above;
- (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
- (h) Provide for travel to and from its home office to the Project Site and to those other places within Pinellas County as required by the Project;
- (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
- (j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;
- (k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
- (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
- (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
- (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;

- (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
 - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
 - (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
 - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.
- (2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
- (3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the Owner, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE III COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the

beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below;
or
- (2) By mutual acceptance of lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
- (3) If Contractor believes that it has incurred additional expense as a result thereof; or
- (4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- (5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information: Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost

of management, supervision and data processing staff, insurance, job office equipment and supplies, and other similar items.

ARTICLE IV SUBCONTRACTORS

4.1 Subcontracts. At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance: Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

4.2 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

4.3 Payments to Subcontractors; Monthly Statements. The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4 Responsibility for Subcontractors. As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

4.5 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE V CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed

monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid, and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

5.8 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

5.9 Unauthorized Work. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.10 Defective Work. Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.11 Estimates for Changes. At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.12 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. **Retaining.** The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. **Duties.** Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. **Termination.** If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6 Timely Performance of Architect/Engineer. The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The

Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. In the event that Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing

the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to

be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

7.8 Owner's Project Representative. Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and

- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with the Town's Procurement Ordinance and the procedures in the Florida Local Government Prompt Payment Act related to construction services (Florida Statutes § 218.735 through Florida Statutes § 281.76). Unresolved disputes may be subject to an action in circuit court seeking a declaration of rights of the aggrieved party.

8.6 Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in

the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X

ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

ARTICLE XI

PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national

origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the Owner, a conflict of interest is deemed to exist or arise during the term of the Contract, the Town may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically § 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying it's actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Contractor. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Contractor is a construction company, organized under the laws of the State of [REDACTED], authorized to transact business in the State of Florida, with [REDACTED] as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall

assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and

the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its Commission or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3 Suspension without Cause. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of

this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Contractor. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

SUPPLEMENTAL CONDITIONS

No Supplemental Conditions

Exhibit A
Title(s) of Drawings

Boca Ciega Bay Stormwater Quality Improvement Plan Set for the Town of Redington Beach, attached as a separate document.

Exhibit B

Title(s) of Specifications

Contract Documents and Specifications prepared for Town of Redington Beach W220 Boca Ciega Bay Stormwater Quality Improvement Project, attached as separate document.

Exhibit C
Conflicts Affidavit

The undersigned corporate officer attests the Contractor:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Company to maintain an adversarial role against the Town of Redington Beach or that will impair or influence the advice, recommendations or quality of work provided to the Town; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

For the purpose of participating in the Town's Invitation to Bid process, and to facilitate the Town's compliance with Part II of Chapter 112, Florida Statutes, the undersigned corporate officer further attests:

The persons listed below are corporate officers, directors or agents and are currently officers or employees of the Town of Redington Beach:

The persons listed below are current Town of Redington Beach officers or employees who own an interest of five percent (5%) or more in the company/entity named above:

The above information is true and correct to the best of my knowledge. Signed on this ___, day of _____, 20__.

Signature _____

Print Name and Title _____

sworn to and subscribed before me this ___ day of _____, 20__.

Personally known ___ OR Produced identification _____ Type of identification produced _____

Signature of Notary _____
State of Florida

Print, Type or Stamp Commissioned Name of Notary Public:

Exhibit D
Contractor's Certificate(s) of Insurance

[certificates to be inserted once received from Contractor]

Exhibit E
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 dated _____, 20__, between Principal and Owner, which contract was awarded pursuant to ITB 2021-01, 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 contract; 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 install Best Management Practices (BMPs) and Stormwater Retrofits along a portion of Redington Drive and 3rd Street East between 162nd Avenue and 164th Avenue in Redington Beach.

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.

Exhibit F
Standard Forms

NO-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____ Type of identification produced _____

Notary Public (Signature)

My Commission Expires: _____

CONTRACT DOCUMENTS & SPECIFICATIONS

Prepared for:

Town of Redington Beach W220 Boca Ciega Bay Stormwater Quality Improvement Project

FY21

Prepared by:



Town of Redington Beach

Pinellas County, Florida

LTA File No: 450.01.01.20

Town of Redington Beach

Pinellas County, Florida

LTA File No: 450.01.01.20

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Construction Agreement	Separate Document

**Town of Redington Beach
W220 Boca Ciega Bay Stormwater
Quality Improvement Project
Pinellas County, Florida
LTA File No: 450.01.01.20**

INVITATION TO BID

The Town of Redington Beach will receive sealed proposals at the Town of Redington Beach Town Hall (Attn: Missy Clarke), 105 164th Avenue, Redington Beach, FL 33708 until **4:00 pm** on or before **April 7, 2021** for the purpose of selecting a qualified contractor for the construction of "W220 Boca Ciega Bay Stormwater Quality Improvement Project" as further described by the contract documents prepared by LTA Engineers, LLC.

A NON-MANDATORY Pre-Bid Meeting will be held at the Town Assembly Hall located at 105 164th Avenue, Redington Beach, FL 33708 on **March 16, 2021 at 9:30 am**.

All questions shall be directed to the Engineer and shall be submitted no later than **March 31, 2021** via email at lynn@ltaengineers.com.

The work consists of installing infiltration systems and connecting to existing inlets and pipes within town owned rights of way.

One (1) original and seven (7) copies of the bids must be delivered, using the form of proposal as specified, in a sealed envelope plainly marked:

"W220 Boca Ciega Bay Stormwater Quality Improvement Project"

Proposal and Bid Forms will be available via Demand Star, beginning on **March 10, 2021**.

Bids will be publicly opened at **6:00 pm on April 7, 2021** at the Town of Redington Beach Assembly Hall.

No bid may be withdrawn for a period of 60 days after time has been called on the day of bid opening, without consent of The Town of Redington Beach.

The Owner reserves the right to reject any or all Bids or to waive any informalities in the bidding.

**Town of Redington Beach
W220 Boca Ciega Bay Stormwater
Quality Improvement Project
Pinellas County, Florida
LTA File No: 450.01.01.20**

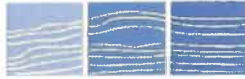
INSTRUCTION TO BIDDERS

1. Proposals or Bids
 - 1.1 Proposals shall be on the form provided for that purpose and shall be submitted in duplicate enclosed in a sealed envelope, clearly marked "W220 Boca Ciega Bay Water Quality Stormwater Improvement Project".
 - 1.2 Proposals which are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the option of the Owner.
 - 1.3 Each proposal shall be signed, on behalf of the individual, partnership or corporation making the proposal, by the person or persons legally authorized to sign this document and thereby bind the maker in full responsibility therefore. The address of the individual, partnership or corporation shall be appended and, upon demand, the names and addresses of all members of a partnership or the corporate officers of a corporation thus bound shall be made known.
 - 1.4 No proposal can be withdrawn for a period of 60 days from the date of opening bids.
 - 1.5 These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Documents, filled out, or executed.
2. Owner: This project is owned by Town of Redington Beach.
3. Engineers: The firm of LTA Engineers, LLC, P.O. Box 789, Cortez, FL is appointed by the Owner as Engineers for the project. Where the term "Engineer" is used in these specifications, it refers to these Engineers or their authorized representative.
4. Inspection of Site: Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder must contact Lynn Burnett at (941) 756-9100 or Lynn@ltaengineers.com. The Bidder should thoroughly examine and familiarize himself with the Construction Drawings and other Contract Documents. The bidder is responsible to augment the Drawings and Technical Specifications with whatever additional subsurface explorations deemed necessary to quantify classified unsuitable materials requiring excavation and removal off-site. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified in rejecting any claims based on facts regarding which he should have been on notice as a result thereof.

5. Execution of Agreement: Subsequent to the award and within 8 days after the prescribed forms are presented for signature (no later than May 1, 2021), the successful Bidder shall execute and deliver to the Owner an Agreement in the form included in the Contract Documents which is subject to the approval of the attorney for the Owner in such numbers as the Owner may require.
6. Ability to Perform Work: As part of the Proposal, the Bidder shall provide a list of equipment demonstrating the ability to perform the necessary work on a timely basis. Any bidder may also be required, before the award of any contract, to show to the complete satisfaction of the Owner that he has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified, that he has had experience in construction work of the same or similar nature; and that he has a past history and references which will serve to satisfy the Owner beyond any doubt as to his qualifications for doing the work.
7. Insurance Coverage: Insurance coverage required in connection with this project shall be secured through an agency acceptable to the Owner.
8. Quantities: Unit price quantities shown in the Proposal and Bid Form are approximate only and are subject to either increase or decrease. Should the quantities of any unit price items of the work be increased, the Contractor proposes to do the additional work at the unit bid prices; and should the quantities of any unit price item decrease, the Contractor understands that payment will be made on actual quantities accepted, at the unit bid price, and will make no claim for anticipated profits for any decrease in quantities.
9. Award of Contract: Contract will be awarded to the lowest responsive bidder, provided the bid is reasonable and it is in the interest of the Owner to accept. The Contractor shall provide a contract to the Owner for approval by the Owner. The Owner reserves the right to reject any or all bids and to waive informalities.
10. Payment: Payment for work performed will be made by the Owner in accordance with the terms set out in the contract. Estimates will be made by the Contractor and checked by the Engineer. Prior to submittal of the first application for payment, the Contractor shall submit a Schedule of Values to the Owner for review and approval.
11. Certifications: Before any payment, either partial or final, are made to the Contractor for work performed, written certification must be filed with the Owner by the Contractor that the items for which requisition for payment is made have not been paid and that there are no vendor's, mechanic's, or other liens or right to liens or conditional sale contractors which should be satisfied or discharged before such payment is made.
12. Plans and Specifications Furnished: The Contractor will be furnished three sets of plans and technical specifications by the Owner for use in construction.
13. Safety and Health Regulations: The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P. L. 91-54).
14. NPDES: If applicable, the Contractor shall be required to maintain the Stormwater Pollution Prevention Plan on site and daily logs of site and rain conditions must be maintained. The Contractor shall be responsible for performing all site inspections as required by NPDES following qualifying rainfall events. If the Contractor is not able

to perform the required inspections, the Contractor shall notify the Engineer within 24 hours of the rainfall event and the Engineer will perform the necessary inspections.

15. Cleanliness of Site: All construction areas shall be kept in a neat and orderly fashion. No debris shall be left on-site during or after construction. Contractors shall stay out of wooded areas except where grading is to take place or silt screens are to be installed. Any cutting or clearing of those areas shall be redressed and limbs shall be removed.
16. Vegetation Requirements: All vegetated areas installed by Contractor, including sod and bioremediation swale plantings, shall be established and growing prior to the Contractor receiving final payment on retainage fee. Furthermore, Contractor shall warrant plant material for a period of 30 days after installation.

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GENERAL CONDITIONS

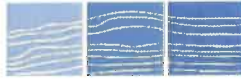
1. **Definitions:** Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined:
 - 1.1 The term "Contract" means the agreement executed by the Town and the Contractor of which these General Conditions form a part.
 - 1.2 The terms "Town" and "Contractor" mean the respective parties to the Contract.
 - 1.3 The term "Subcontractor" means a person, firm or corporation supplying services and/or materials to the Contractor in connection with the project.
 - 1.4 The term "Engineer" means the authorized representative of the Town employed to provide engineering interpretation and/or observation of the work performed by the Contractor.
 - 1.5 The term "Contract Documents" - The Contract Documents are composed of the Invitation to Bid, Instructions to Bidders, Proposal and Bid Form, Construction Agreement form, General Conditions, Special Provisions, Technical Specifications, the Drawings, and any addenda, if any thereto, predating the Construction Agreement.
2. **Engineer as Referee:** It is agreed by the parties hereto that the Engineer shall decide all questions which may arise relative to the interpretation of the Plans, Specifications, and other Contract Documents pertaining to the character, quality, amount and value of any work done and of the materials furnished under or by reason of this Contract. His estimates and decisions upon all such claims and questions shall be final and conclusive upon the parties thereto.
3. **Notice and Service Thereof:**
 - 3.1 All notices, demands, requests, instruction, approvals and claims shall be in writing.
 - 3.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor as specified in the Bid (or at such other office as the Contractor may from time to time designate to the Town in writing).
 - 3.3 All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the Town as specified in Instructions to Bidders and any notice to or demand upon the Town shall be sufficiently given if delivered to said office or if deposited in the United States mail in a sealed, postage prepaid envelope, in each case properly addressed to said Town or to such other representative of the Town or to such other address as the Town may subsequently specify in writing to the Contractor for such purposes.

- 3.4 Any such notice or demand to the Contractor or to the Town shall be deemed to have been given or made as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course or, in case of email or fax, at the time of actual receipt, as the case may be.
4. Contract Security: The Contractor shall furnish a surety bond in an amount equal to but not less than one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the payment of all persons furnishing services and/or labor and/or materials for the project in connection with this contract, and shall indemnify and hold harmless the said Town, and Engineer from all costs, expenses and damages from all suits, actions or claims of any character, name and description brought for, or on account of, or arising out of, any act of omission, neglect or misconduct of the said Contractor in the performance or execution of this contract. Said surety shall be held until any and all of such suits, actions or claims have been settled and suitable evidence to that effect has been furnished to the Town. The surety on such bond shall be a duly authorized surety company satisfactory to the Town.
5. Assignment: The Contractor shall not assign the whole or any part of this contract, or any monies due or to become due hereunder, without written consent of the Town. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for the services rendered or for labor performed or for materials supplied for the performance of the work called for in this contract.
6. Contractor's and Subcontractors' Insurance: The Contractor shall not commence work under this contract nor shall he allow any Subcontractor to commence work until the Contractor has obtained all the insurance required under this Section and such insurance has been approved by the Town.
 - 6.1 Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees not otherwise protected. Minimum limits for Employer's Liability shall be \$300,000.
 - 6.2 Contractor's Public Liability, Vehicle Liability and Property Damage Insurance: The Contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability and Vehicle Liability Insurance in an amount satisfactory to the Town but not less than \$300,000 for injuries, including accidental death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000 on account of one accident, and the Contractor's Property Damage Insurance in an amount not less than \$500,000. This insurance shall be maintained with an insurance company or

companies licensed to do business in the state in which the Contractor shall perform his contractual services.

- 6.3 Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance: The Contractor shall require each of his subcontractors to procure and maintain during the life of his contract Subcontractor's Public Liability, Vehicle Liability and Property Damage insurance coverage in amounts satisfactory to the Contractor, for his own protection, with an insurance company or companies licensed to do business in the state in which the Subcontractor shall perform his contractual services.
- 6.4 Scope of Insurance and Special Hazards: The insurance required under subparagraphs 6.2 and 6.3 hereof shall provide adequate protection for Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of this contract.
- 6.5 Proof of Insurance Coverage: The Contractor shall provide the Town with a certificate of insurance (3 signed copies) and a certified letter from the insurance company addressed to the Town stating that the Contractor has, in effect, complete insurance coverage in accordance with the limits required in the contract documents. Failure to provide adequate insurance shall not relieve the Contractor's responsibility to protect the Town, and Engineer wholly from all such claims and damages.
7. Accident Prevention: Precaution shall be exercised by the use of modern safety rules and practices at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.
8. Licenses, Permits, Construction and Employment Practices: All Contractors shall secure all licenses and permits required by State, County, and local units of government in which the project is to be constructed. Contractors are also required to comply with all laws, regulations, safety codes, and building and construction codes which apply to construction performed under this contract, also with all applicable Federal and State regulations in respect to employees' wages and hours.
9. Substitutions: Unless otherwise stated, reference in the specifications to any article, device, product, material, fixture, form, or type of construction, etc., by name, make or catalog number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which, in the judgment of the Engineer expressed in writing, is equal to that named. Substitutions will only be considered if there is a significant savings to the Town.
10. Patents: The Contractor shall hold the Town and Engineer and their officers, agents, servants and employees harmless from liabilities of any nature or kind, including costs and expenses, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract.

11. Time for Completion: The work shall be commenced at the time stated in the notice to the Contractor to proceed for each element and shall be completed in the number of consecutive calendar days stated in the Proposal and Bid Form or as mutually agreed between the Town and Contractor.
12. Delays - Damages:
 - 12.1 If the Contractor refuses or fails to execute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Instructions to Bidders, or any extension thereof, or fails to complete said work within such time, the Town may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the Town may take over the work and execute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Town for any excess cost occasioned the Town thereby. If the Contractor's right to proceed is so terminated, the Town may take possession of and utilize in completing the work such, appliances and plants as may be on the site of the work and necessary therefore. If the Town does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and in lieu thereof, the contractor shall pay to the Town as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed and accepted the amount as set forth in Instructions to Bidders and the Contractor and his sureties, jointly and severally, shall be liable for the amount thereof. Provided, that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Subcontractor due to such causes, if the Contractor shall within ten days from the beginning of any such delay (unless the Town shall grant a further period of time prior to the date of final settlement of the contract) notify the Engineer in writing of the cause of delay. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within thirty (30) days by the Contractor to the Town, whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.
 - 12.2 Where actual damages for any delay in completion contemplated by this section and section 14 are impossible to determine by reason of the Town's election under said sections not to terminate the right of the Contractor to proceed, the Contractor and his sureties, jointly and severally, shall be liable for and shall pay to the Town, as set forth in Instructions to Bidders agreed and liquidated damages for each calendar day of such delay until the work is completed or accepted; provided, that the Town may accept the work if there has been such a degree of completion as will, in Town's opinion, make the project reasonably safe, fit and convenient for the use and accommodation for



which it was intended. In such case, the Contractor shall not be charged with liquidated damages, but the Town may assess damages caused by such delay.

13. Right of the Town to Terminate Contract: If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the Contract, or persistently disregard instructions of the Engineer or fail to observe or perform any provisions of the Contract Documents, or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, then the Town may, by at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the Town in the premises, terminate the Contractor's right to proceed with the work. In such event, the Town may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Town for any excess cost occasioned to the Town thereby; and in such case, the Town may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. The foregoing provisions are in addition to, and not in limitation of, the rights of the Town under any other provisions of the Contract Documents.
14. Character of Workmen and Equipment: The Contractor shall employ such superintendents, foremen and workmen that are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in his opinion, incompetent, unfaithful, 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.
 - 14.1 Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work, the Engineer may withhold all estimates, which are or may become due, or may suspend the work until such orders are complied with.
 - 14.2 The equipment used on any portion of the work shall be such that no injury to adjacent property, or to streets or highways, will result from its use; equipment shall be modern, in good condition, and adequate in size to perform the work in satisfactory time intervals.
15. Use of Premises:
 - 15.1 The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Town and shall not unreasonably encumber the premises with his materials.
 - 15.2 The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.
 - 15.3 The Contractor shall provide and maintain, at his own expense in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State and County Boards of Health. He shall commit no public nuisance.

- 15.4 The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the work in a manner satisfactory to the Engineer.

Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

- 15.5 Streets shall not be closed, except when and where approved by the Governing Authority and whenever the street is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the work, the Contractor shall provide and maintain a passable driveway approved by the Engineer.
- 15.6 Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases and the Engineer's office and the Fire Department, Police Department and Highway Department jurisdiction shall immediately be notified by telephone, or otherwise, upon the closing and/or opening of each street or section thereof.
- 15.7 The Contractor shall provide, erect, and maintain, at his own expense, barricades, danger warnings, and detour signs whenever they may be necessary. He shall place sufficient lights on and/or near the work and keep them burning from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the work; provide all watchmen by day or night and take all other precautions that may be necessary; he shall maintain proper guards and lights for the prevention of accidents, upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the work and public convenience and safety.
- 15.8 Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.
- 15.9 Fire hydrants on or adjacent to the work shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable, and obstruction of sewer inlets, gutters, and ditches will not be permitted.
- 15.10 The use of explosives is not contemplated in the prosecution of this Contract, and in no case will their use be permitted without the written permission of the Local Governing Authority and a permit issued by the Chief of the Fire Department having area jurisdiction.



16. Materials, Services and Facilities

16.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence and temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

16.2 Any work necessary to be performed after regular working hours, or on weekends or legal holidays, shall be performed without additional expense to the Town.

17. Warranty of Title: No materials, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sales or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Town free from any claims, liens or charges and further agrees that neither he nor any persons, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or County. In the event of the installation of any such metering device or equipment, the Contractor shall advise the Town as to the equipment Town thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

18. Payments by Contractor:

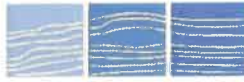
18.1 The Contractor shall pay for all transportation and utility services not later than the 25th day of the calendar month following that in which such services are rendered.

18.2 The Contractor shall pay for all materials, tools and other expendable equipment to the extent of ninety (90) percent of the cost thereof, not later than the 25th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project and the balance of the cost thereof not later than the 30th day following completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.

18.3 The Contractor shall pay to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors, to the extent of each Subcontractor's interest therein.

19. Subcontracting:

- 19.1 The Contractor shall utilize the services of specialty Subcontractors on those parts of the work which under normal contracting practices are performed by specialty Subcontractor; Provided, that if the Town shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so.
- 19.2 The Contractor shall not award any work to any Subcontractor without prior written approval of the Town, which approval will not be given until the Contractor submits to the Town a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Town may require.
- 19.3 The Contractor shall be as fully responsible to the Town for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 19.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Town may exercise over the Contractor under any provision of the Contract Documents.
- 19.5 Nothing contained in this contract shall create any contractual relation between any Subcontractor and the Town.
- 20. Mutual Responsibility of Contractors: If through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor shall assert any claim against the Town or Engineer on account of any damage alleged to have been so sustained, the Town shall notify the Contractor, who shall indemnify and hold harmless the Town and Engineer against any such claim.
- 21. Site Visitation: The Town and his authorized representative and agents shall be permitted to review all work, materials, invoices of materials, and data and records as deemed relevant.
- 22. Site Reviews and Testing of Materials: Unless otherwise specifically provided for in the specifications, the site reviews and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the Engineer. The Contractor shall furnish evidence satisfactory to the Engineer that the materials and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the work. The Contractor shall promptly segregate and remove rejected materials and finished articles from the site of the work.



23. Coordination of Plans and Specifications: The specifications, plans and all supplementary documents are essential parts of the Contract. Any requirement occurring in one is as binding as though occurring in all. Items shown on the plans and not noted in the specifications, and items noted in the specifications but not shown on the plans are to be considered as shown on the plans and noted in the specifications. Any errors or omissions as to standards of work in the specifications or on plans shall not relieve the Contractor of the obligation to furnish a strictly first class job in strict accord with best practice to be found in structures or work of a similar nature.
24. Fitting and Coordination of the Work: The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, subcontractors, or material men engaged in the work. He shall be prepared to guarantee to each of his Subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.
25. Construction Schedule and Periodical Estimates: Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Town a construction progress schedule in form satisfactory to the Town, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amounts of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish the following:
- a. A detailed estimate giving a complete breakdown of the contract price.
 - b. Periodical itemized estimates of work done for the purpose of making partial payments thereon.

The value employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

26. Drawings

26.1 The general character and scope of the work are illustrated by the drawings accompanying the Contract Specifications. Where necessary, the approved plans will be supplemented by the Engineer with such full scale details, sketches, etc., as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing.

26.1.1 The Contractor shall furnish such detailed drawings as may be required for the execution of the work and are not included in the plans furnished by the Engineer. They shall include shop drawings, erection plans, masonry layout diagrams and bending diagrams for reinforcing steel, approval of which by the Engineer must be obtained before any work involving these plans shall be performed. Plans for cribs, cofferdams, falsework, centering and form work may also be required, and such

cases shall be likewise subject to approval unless approval be waived by the Engineer.

26.1.2 It is expressly understood that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details, or of mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications. The Contractor shall not attempt to construct the parts of the work for which such detail drawings are required until he has received them with written approval of the Engineer.

26.1.3 The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

26.2 Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.

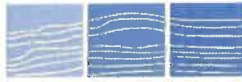
27. Shop Drawings

27.1 The Contractor shall submit for the approval of the Engineer copies of all shop and setting drawings and schedules required for the work, and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the Engineer may direct.

27.2 The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting, and rechecking; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed.

27.3 All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval shall not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.

27.4 Where a shop drawing is submitted by the Contractor indicating a departure from the Contract which the Engineer deems to be a minor adjustment in the interest of the Town and which does not involve a change in the Contract Price or extension of time, the Engineer will approve the drawing.



- 27.5 The approval by the Engineer of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error which may exist.
28. Payments to Contractor:
- 28.1 Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the Town Commission and then will be sent to the Finance Department for payment. Contractor will invoice the Town in advance for each payment period. Invoices will normally be paid within thirty (30) days following the Town Commission approval.
- 28.2 In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the Town. This certifies that all services have been properly performed and all charges have been invoiced to the Town of Redington Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR.
29. Changes in Work:
- 29.1 The Town may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this Contract and within the general scope thereof. In making any change, the charge or credit for the change shall be approximately determined by the Town in one of the following methods prior to the issuance of the order for the changed work.
- 29.1.1 The order shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the Contract Price (which price shall include Contractor's overhead and profit). On any change which involves a net credit to the Town, no allowance for overhead and profit shall be figured.
- 29.1.2 By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.
- 29.2 The Contractor shall, when required by the Town, furnish to the Town an itemized breakdown of the quantities and prices used in computing the value of any changes that might be ordered.
- 29.3 In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.
30. Extras: Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the Town and the price stated in an executed change order.
31. Claims for Extra Cost: If the Contractor claims that any instructions by drawings or otherwise involve extra cost or an extension of time, he shall so notify the Town in writing within ten (10) days after the receipt of such instructions and in any event

before proceeding to execute the work. Thereafter, the procedure shall be the same as that described in Section 30, above, for changes in work. No such claim shall be valid unless made in accordance with the terms of this Section.

32. Deductions for Uncorrected Work: If the Town deems it inexpedient to require the Contractor to correct work injured or not performed in accordance with the Contract Documents, an equitable deduction from the contract price shall be made by agreement between the Town and Contractor.
33. Contractor's Responsibility for Work: Until acceptance of the work by the Town, it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, including but without being limited to injury or damage arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.
34. Final Site Review: When the work is substantially completed, the Contractor shall notify the Engineer in writing that the work will be ready for final site review on a definite date which shall be stated in such notice. Such notice shall be given at least five (5) working days prior to the date stated for final inspection.
35. Right of Recovery: Should an error be discovered in the partial or final estimates after the final payment has been made, the Town reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error.
36. Termination of Responsibility: This contract will be considered complete when all work has been accomplished, cleanup of the premises has been made and work has been accepted by the Engineer after making final inspection, and the final estimate has been paid. Upon this final payment, the Town shall be released from all liability whatsoever growing out of this contract. The Contractor will then be released from further obligation except as set forth in Sections 4, 11 and 37 of the General Conditions.
37. Indemnification:
 - 37.1 The first \$10.00 of compensation received by the Contractor pursuant to the contract for the Invitation to Bid represents specific consideration for the following indemnification: The Contractor shall indemnify, pay the cost of defense, including attorneys fees and hold harmless the Town and the Engineer and their agents and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor or by or in consequences of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of improvements or by or on account of any act or mission, neglect or misconduct of the said contractor or by or on account of any claim or amounts recovered under the Worker's Compensation Law or of any other laws, by-laws, ordinance, order or decree except only such injury or damage as shall have been occasioned by the sole negligence of the Town or Engineer.

37.2 In any and all claims against the Town or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 37.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

38. General Guarantee: Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use of occupancy of the premises by the Town shall constitute an acceptance of the work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Town will give notice of observed defects with reasonable promptness. If, within any guarantee period, repairs or changes are required in connection with the guaranteed work which, in the opinion of the Town, are rendered necessary as a result of the use of materials, equipment, or workmanship which are defective or inferior or not in accordance with the terms of the contract, the Contractor within thirty (30) days of receipt of written notice from the Town and without expense to the Town, shall:

- 1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and
- 2) Make good all damage to the structure or site, or equipment or contents thereof, which, in the opinion of the Town, is a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
- 3) Make good any work or materials or the equipment and contents of structures or site disturbed in fulfilling any such guarantee.

In any case where, in fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any existing work, he shall restore such disturbed work to the same condition satisfactory to the Town and shall guarantee such restored work to the same extent as it was guaranteed under this contract. If the Contractor, after notice, fails to comply with the terms of the guarantee, the Town may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

39. Applicable Laws: Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Pinellas County and the Town of Redington Beach will apply to any resulting agreement. In the event of litigation between the parties, venue shall be in Pinellas County, Florida, and no other place and Florida law shall apply.

40. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or

services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

Prior to, and during the term of any contract with the Town, the Town requires that all Contractors comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat.

All Proposals shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., which is attached hereto.

41. Drug Free Work Place: The Town has adopted a Drug Free Workplace Policy. All Proposers are asked to review the attached copy of the Ordinance and provide either a certification of compliance with the program outlined in the Town Policy, or describe your firm's policy or program as it relates to maintaining a drug free workplace. A sample certification has also been attached. This response will be considered with the other criteria described herein.
42. Lobbying: After the issuance of any Request RFP, prospective bidders, Proposers, or any agent, representative or person acting at the request of such bidder or Proposer shall not contact, communicate with, nor discuss any matter relating in any way to the RFP, with any officer, agent or employee of the Town of Redington Beach other than the Town Clerk's Office, or as directed in the RFP. This prohibition begins with the issuance of any RFP, and ends upon execution of the final contract or when the invitation or request has been canceled.
43. Equal Employment Opportunity: The Town of Redington Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.
44. Americans with Disabilities Act: The Town of Redington Beach does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Town's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity.
45. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this RFP Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s), including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA, as applicable to this contract.

SPECIAL PROVISIONS

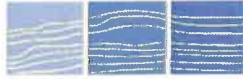
1. Scope of Contract: Furnish all labor, material and equipment necessary to construct the Basin Drainage Improvements, including the items referred to in these documents and any and all other related items complete and ready for acceptance and use by the Town.
2. Insurance and Bonds: Insurance and bonds as specified in the division entitled General Conditions shall conform to and shall be issued by companies meeting the following requirements.
 - (a) The company must be admitted to do business in the State of Florida, shall have been in business and have a record of successful, continuous operation for at least five years.
 - (b) The surety company shall have at least the following minimum rating as listed in Best's current financial rating:

<u>Contract Amount</u>	<u>Required Financial Rating</u>	<u>Required Minimum Surplus</u>
0 to 500,000	BBB+	3,750,000
500,000 to 750,000	AA	5,000,000
750,000 to 1,000,000	AA+	7,000,000
1,000,000 to 1,250,000	AAA	10,000,000
 - (c) Insurance and bonds shall be secured through an agent doing business in the State of Florida.
3. Tests: All testing and analyses of materials and finished articles as required by these specifications shall be made as specified in the division entitled General Conditions and will be at the Town's expense.
4. Water: Water for testing, moisture control and other purposes connected with the work shall be secured and purchased by the Contractor.

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6. ElectriTown: ElectriTown as may be required for construction and other purposes connected with this project shall be secured and purchased by the Contractor.
7. Building Permits and Licenses: if required by the local governing authority, shall be secured and purchased by the Contractor. Contractor shall be required to be registered to do business in the State of Florida.
8. Lines and Grades: The Contractor will be responsible for setting of all necessary stakes to establish the lines and grades as shown on the drawings and lay out each portion of the work in the contract. All construction stake-out will be conducted under the supervision of a Florida Professional Surveyor and Mapper. The Contractor shall be responsible for the protection of all line and grade stakes after they are set. All re-staking costs will be the direct responsibility of the Contractor.

9. Disruption of Utilities: The Contractor is hereby notified that his work shall be so scheduled and performed as to provide a minimum of interference with any and all utility services. If, because of construction operations, it is necessary to interrupt such utility services, a designated representative of the owner of the utility involved shall be advised in writing not less than 48 hours in advance of such interruption. Work of this type shall be scheduled to be performed during periods of minimum demand on the utility involved and within the time limit established by the representatives of the utility owners. Periods of shutdown longer than those established as the maximum by the owner of the utility involved will not be permitted. If such shutdowns occur, the Contractor will be considered liable for damages resulting from this cause. The Contractor is permitted to use the Florida One Call telephone number 1-800-432-4700; however, not all utility companies are a member of this service. Regardless of how the utility companies are notified, the Contractor remains responsible for disruption of utilities.
10. Contractor Services: The Contractor shall provide qualified men to assist the Engineer in manning field checks, measurements, as-built checks, inspections, test runs and the necessary work related to the project work.
11. Contractor's Responsibility for Work: The Contractor is responsible and in charge of maintaining, protecting and caring for all existing facilities and new facilities constructed against injury or damage to the work by action of the elements and/or other Contractors, until acceptance by the Town. The Contractor shall rebuild, repair, restore and make good at his own expense, all injuries or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance.
12. Plans: Construction Drawings for Basin Improvements as prepared by LTA Engineers shall accompany these documents and include the following sheets: Cover Sheet, Notes and Specifications, Basin Overall View(s), Drainage Plan Sheets, Drainage Details, Best Management Practices Plan Sheets, Best Management Practices Details



MEASUREMENT AND PAYMENT

PART 1 SCOPE OF WORK

Payment will be made based on the specified items outlined in the Construction Plans and shall be based on the Proposal and Bid Form submitted.

1.01 GENERAL

All Unit Prices included in the Bid Proposal section will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the drawings and/or as specified in the Contract Documents to be performed under this contract unless otherwise specified on the Bid Form and outlined below.

Actual quantities of each item installed on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications. Payment for each item listed on the periodic Invoices will constitute full compensation for all work shown and/or specified.

1.02 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

1.03 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

1.04 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

1.05 LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item. Lump sum contract items shall be complete, tested and fully operable prior to request for final payment.

1.06 UNIT PRICE ITEM

Separate payment will be made for all items of work described in the Construction Drawings as listed on the original Proposal and Bid Form.

Any related work not specifically listed, but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work. Final payment shall not be requested by the Contractor or made by the Town until as-built (record) drawings have been submitted to and approved by the Engineer.

Shop drawings
Sheeting and shoring
Clearing, grubbing and grading except as hereinafter specified.
Testing and placing system in operation.
Any material and equipment required to be installed and utilized for tests.
Maintain the existing quality of service during construction.
Appurtenant work as required for a complete and operable system.
As-built drawings.

PART 2 NOT APPLICABLE

PART 3 EXECUTION

3.01 REMOVAL OF UNSUITABLE MATERIAL -ITEM NO. A.1

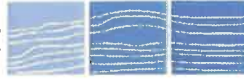
Payment for this item will be made at the unit price for excavation, hauling and disposal of organic soil materials down to clean sandy strata if encountered during course of construction below 2' depth of infiltration trench. All stumps and organic material shall be removed and hauled off-site by the Contractor. The Contractor will be responsible for locating a suitable disposal site. Measurement for this item will be based on fully loaded dump trucks leaving the site with unsuitable materials. Prior to beginning excavation, the Town and Contractor will mutually agree to the capacity for each truck utilized for hauling unsuitable material off-site. Measurement will be calculated by multiplying the truck tickets by the predetermined fully loaded capacity in cubic yards per truck. The Contractor must submit copies of the truck tickets with the monthly application for payment.

3.02 TURBIDITY BARRIER - DELETED - N/A

Payment for all work included under this item will be made at the unit price, in accordance with the Contractor's construction means and methods, for installation of turbidity barriers at each outfall location only, and shall include all work associated with the prevention, control and abatement of erosion and water pollution in accordance with the contract documents or as directed by the Town and/or Engineer. Payment shall include all items and incidentals necessary to complete the work, maintain the system during the entirety of construction and for the removal of the turbidity barrier upon the certified completion of the project.

3.03 GRAVEL FILTER BAGS - ITEM NO. A.2

Payment for all work included under this item will be made at the unit price, in accordance with the Contractor's construction means and methods, for the installation of gravel filter bags at the existing inlets directly connected to the canals and/or bay. Payment shall include all items and incidentals necessary to complete the work, maintain the system during construction and for the removal of the filter bags.

**3.04 SOD MISCELLANEOUS RESTORATION - ITEM NO A.3**

Payment for this item will be made at the unit price for all work necessary to sod disturbed areas outside of the limits of the infiltration trenches as directed by the Engineer of Record. This item includes any work necessary to ensure that the sod becomes established and flourishes. ***Sod type shall be Paspallum.***

3.05 MAINTENANCE OF TRAFFIC - ITEM NO A.4

Payment for this item will be made at the unit price for all work necessary to install and maintain all necessary Maintenance of Traffic components throughout the construction duration.

3.06 REMOVE AND REPLACE EXISTING DRIVEWAY APRONS - ITEM NO. A.5

Payment for this item will be made at the unit price for all work necessary to remove portions of existing driveways that are necessary for the successful installation of stormwater components. This item will include replacing the driveway utilizing 8" thick pervious concrete.

3.07 TREE REMOVAL - ITEM NO. A.6

Payment for this item will be made at the unit price for all work necessary to remove existing trees that are in conflict with the proposed work. The Contractor shall be responsible for the removal of the entire tree and roots and shall haul all material off-site. Storm pipe and structures can be adjusted in order to avoid impacts to existing trees not requiring removal. Potential conflicts shall be identified by the Contractor and direction will be provided to the Contractor from the Engineer. The Contractor shall remove the trees at the unit price per this item.

3.08 ROADWAY CUT AND REPAIR - ITEM NO. A.7

Payment for this item will be made at the unit price bid for all work necessary to sawcut and repair the existing roadways at pipe crossing locations per the detail on the Construction Plans.

3.09 MILL AND RESURFACE EXISTING ROADWAYS - ITEM NO A.8

Payment for this item will be made at the unit price for all work necessary to mill and resurface the existing roadways at pipe crossing locations per the detail on the Construction Plans.

3.10 NEW INLETS - ITEM NO. B.1

Payment for this item will be made at the unit price for all work necessary to fully install new, complete FDOT Type C or D Ditch Bottom Inlets (Pursuant to the Latest FDOT Standards), including ensuring positive flow of the adjacent area to the inlet, connecting the inlet to existing or proposed stormwater pipes and installing grates. New sod and/or medium washed shell or No. 57 stone shall be installed around any disturbed areas as directed by the Engineer of Record.

3.11 CONSTRUCT INFILTRATION TRENCH - ITEM NOS. B.2, B.3, B.4, B.5, B.6 & B.7

Payment for this item will be made at the unit price for all work necessary to construct the infiltration trenches in the locations shown on the plans. This item price is per SY or CY of trench material as applicable and shall include the No. 57 Stone, No. 89 Stone, TrueGrid pavers, compound compost, soil, Paspalum sod and Mirafi barrier as per the detail on the Construction Plans. Quantities on bid form assumes 4' wide trench at 2' depth.

3.12 FURNISH AND INSTALL NEW STORM PIPE - ITEM NOS. B.8 & B.9

Payment for this item will be made at the unit price for all work necessary to furnish and install new storm pipe as directed by Engineer of Record as needed to replace failing pipe sections and 8" ADS sock drain (or equivalent). This includes connecting the proposed pipe to existing or new storm structures and inlets, backfill and compaction per specification and installing new sod and/or medium washed shell or No. 57 stone around any disturbed areas as directed by the Engineer of Record.

3.13 UTILITY ADJUSTMENT - DELETED - N/A

Payment for this item will be made at the unit price for all work necessary to furnish required materials and labor necessary to adjust existing utilities around the proposed stormwater infrastructure. This line item is being included to establish a unit price for this work. Necessary utility adjustments will be identified during construction, on an as-needed basis, and directed by the Engineer.

3.14 CORE BORE EXISTING STORM STRUCTURES - ITEM NO. B.10

Payment for this item will be made at the unit price for all work necessary to furnish required materials and labor necessary to make connection of the proposed storm pipes to existing storm inlets/structures as depicted on the Construction Plans.

3.15 INSTALL WASTOP VALVES - ITEM NO. B.11

Payment for this item will be made at the cost for all work necessary to clean existing pipes and install the WaStop Valves in the locations shown on the Construction Plans, in accordance with WaPro WaStop installation instructions. Town of Redington Beach shall provide WaStop valves to contractor.

3.16 CONSTRUCTION STAKEOUT - ITEM NO. C.1

Payment for this item will be made at the cost for all work necessary to establish limits of public right of way in order to construct the facilities and infrastructure per the design plans. Engineer shall provide surveyor with Digital File Copies of design drawings.

3.17 AS-BUILT SURVEY - ITEM NO. C.2

Payment for this item will be made at the lump sum for all work necessary to provide the Engineer with as-built records of vertical and horizontal locations and references of all work performed by Contractor for new pipes and inlets only. The as-builts will be provided to the Engineer in plan format, based on the design plans, which will be provided by the Engineer.

3.18 TESTING - ITEM NO. C.3

Payment for this item will be made at the cost for all necessary testing, including core samples and density tests for road work and backfill compaction results.

3.19 MOBILIZATION - ITEM NO. C.4

Payment for this item will be made at the unit cost of providing the necessary mobilization for the project construction.

3.20 PROJECT SIGNAGE - ITEM NO. C.5

Payment for this item will be made at the cost for all work necessary to install and maintain appropriate signage at the project site, which shall include the Project Name, Design Firm Name, Contractor Name and Funding Sources (Southwest Florida Water Management District and the Town of Redington Beach). Sign shall be installed prior to commencing work.

3.21 CLEAN AND CLEAR EXISTING INLETS AND PIPES - DELETED N/A

Payment for this item will be made at the unit price for all work necessary to clean out and clear all existing inlets and pipes within the project limits in accordance with and not to exceed the allowance provided on the Form. Specific locations of inlets and pipes to be flushed shall be as directed by the Engineer of Record. This is separate from, and in addition to, cleaning and flushing the proposed stormwater system once construction is complete.

3.22 SELECT BACKFILL MATERIALS - DELETED N/A

Payment for this item will be made at the unit price for all work necessary to install additional backfill materials within the infiltration trenches in the locations shown on the plans or as directed by the Engineer of Record. This item price is per Ton of material and shall include the No. 57 Stone or Medium Washed Shell backfilled and spread/leveled to elevations as directed by the Engineer of Record.

Town of Redington Beach

Pinellas County, Florida

LTA File No: 413.25.01.19

TECHNICAL SPECIFICATIONS

SECTION 1A

CONCRETE WORK

1A.1 General:

1A.1.1 Scope: The work consists of furnishing all materials, forms, equipment and performing all necessary labor to provide all concrete work shown on the drawings, or incidental to the proper execution of the work, or as herein specified.

1A.1.2 Applicable Documents: The latest revision of the following specifications referred to hereinafter by basic designation only, form a part of this specification to the extent required by the references thereto.

American Society for Testing and Materials (ASTM)

A615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

C31 Making and Curing Concrete Compressive and Flexural Strength Test Specimen in the Field.

C33 Concrete Aggregates.

C39 Test for Compressive Strength of Cylindrical Concrete Specimens.

C94 Ready-Mixed Concrete.

C150 Portland Cement.

C478 Pre-Cast Reinforced Concrete Manhole Sections.

1A.1.2.1 The Contractor shall furnish copies of this Section to the following as soon as they are selected: (1) the ready-mixed concrete supplier, (2) the reinforcing steel supplier, (3) pre-cast product supplier(s), and (4) all affected testing laboratories.

1A.2 Materials:

1A.2.1 Cement for all concrete shall be Portland Cement manufactured in the United States and conforming to ASTM C150, Type I or Type II. The latter shall be used for all concrete exposed to untreated sewage or other corrosive conditions.

1A.2.2 Aggregates shall conform to ASTM C33 or ASTM C330 and shall consist of natural sand and gravel or hard, durable crushed rock shall be uniformly graded from coarse to fine and shall conform to the specification for aggregate for Portland Cement concrete as defined in Florida DOT Specifications, Sections 901 and 902. The maximum size of coarse aggregates shall be one inch.

1A.2.3 Water used for mixing concrete shall be potable.

1A.2.4 Reinforcing steel, except as otherwise shown on the drawings, shall be of domestic manufacture and shall conform to ASTM A615, Grade 60. All reinforcing steel shall be new, clean and have distinguishable mill marks that clearly identify the manufacturer.

1A.2.5 Chemical curing shall be liquid membrane forming compound conforming to ASTM C309. The liquid compound shall not reduce the adhesion of any other material to be applied to the concrete. No liquid compound shall be allowed to cure on a surface on which a subsequent concrete pour is to be made.

1A.2.6 Impervious membrane sheeting shall be Kraft paper or 4 mil polyethylene sheeting in accordance with ASTM C171 and shall be used as designated by the Engineer.

1A.3 Concrete Characteristics:

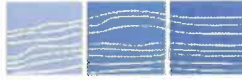
1A.3.1 Source: With the exception of pre-cast concrete items, all concrete shall be furnished by a well-known, reputable ready-mixed concrete company approved by the Engineer. Except as otherwise indicated herein, the mixing, transporting and placing of the ready-mixed concrete shall conform to ASTM C94.

1A.3.2 Concrete Description:

<u>Class</u>	<u>Location</u>	<u>Minimum 28-Day Comprehensive Strength</u>	<u>Minimum Cement Content (Sacks) per C.Y.</u>
C	Non-reinforced, mass poured, thrust blocking, curbs, sidewalks, exterior slabs on grade and footings	2,500 psi	5.0
B	General structural applications and interior slabs on grade	3,000 psi	5.5
A	Special structural concrete	3,750 psi	6.0
AA	Watertight concrete	4,000 psi	6.5
AAA	Prestressed concrete	5,000 psi	7.5

1A.3.2.1 Water cement ratio, including surface moisture in the aggregates, shall be not more than 5-3/4 gallons per bag of cement and shall be kept as low as practical for placing.

- 1A.3.2.2** Slump, when measured in accordance with ASTM C134, shall be between 2-1/2 inches and 5 inches and only as high as needed for conditions of placement and finish. Slump shall be low for slabs on grade and foundations. Additional cement or an approved set retarding admixture shall be added if necessary to maintain the water-cement ratio and achieve the higher slump where the latter is needed.
- 1A.3.3** Design Mix: The ready-mixed company shall submit design mixes meeting all of the requirements of this specification, including the average strengths specified under paragraph 1A.3.2 which have been made on cylinders that clearly represent the design mixes submitted and proposed for this job.
- 1A.4** Placing:
- 1A.4.1** Reinforcing steel shall be placed in the positions and with the spacings and clear cover shown on the drawings, and it shall be so fastened in position as to prevent it from becoming loose or displaced during the placing of concrete. Before placing, the reinforcing shall be free of all dirt, rust, oil or other objectionable substances.
- 1A.4.2** Mixing of the concrete shall be in a rotating drum in a manner satisfying all requirements of ASTM C94. Minimum mixing time shall be 50 revolutions of drum at its rated speed. Excessive overmixing requiring additions of water shall be avoided. Concrete shall not be used on the project if it is not placed within 45 minutes after the water and cement come in contact, unless an approved retarding agent is used, in which case the time may be doubled.
- 1A.4.3** Placement of concrete shall be made as nearly as practical in its final position. Concrete shall not be allowed to drop freely more than necessary, and in no case more than six feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four hours in advance. Concrete shall not be placed when it is likely to be subjected to freezing temperatures within three days thereafter.
- 1A.4.4** Compaction of concrete shall begin immediately after placing is started. It shall consist of internal vibrating with approved vibrators supplemented by hand rodding and spading. At least one spare vibrator in working condition shall be on hand before concrete placing is started. The vibrator shall be constantly relocated and shall be placed in each spot only once for each lift.
- 1A.5** Forms: Smooth lumber or steel shall be used for forming exposed surfaces. Forms shall be built true to line and grade, shall be mortar tight and sufficiently rigid to prevent displacement or sagging between supports. The Contractor is responsible for the adequacy of forms and shoring.
- 1A.6** Curing and Protecting: The concrete shall be kept wet continuously for a period of five days immediately after pouring and finishing. In lieu of continuous wetting, an approved curing compound may be applied on surfaces where additional pours will not be made.

**1A.7**

Testing: An independent testing laboratory shall be employed by the Contractor to perform all concrete tests including slump tests, air entrainment, and compressive tests. Tests provided by the concrete supplier will not be accepted in lieu of an independent testing laboratory. The costs of all concrete tests shall be the responsibility of the Contractor. Three standard concrete cylinders shall be made from a representative batch of concrete for each 50 cubic yards of concrete, or portion thereof, that is placed each day. The cylinders shall be made and tested in accordance with ASTM C31 and C39 respectively. Tests shall be at seven, fourteen, and twenty-eight days by an approved testing laboratory and the results shall be mailed within 24 hours to the Engineer, the concrete supplier and the Contractor. Between the time the cylinders are made and tested, they shall be kept covered and in the shade until the next morning, after which time they shall be kept in a barrel of water until they are taken to the Testing Laboratory. Test cylinders will not be required for non-reinforced concrete buried in earth and subject only to compressive stress.

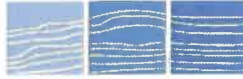
1A.8

Correction of Deficient Concrete: If, during the progress of the work, tests indicate that the concrete delivered to the site and/or placed in the work is not in accordance with these specifications, the Engineer may order removal of any such concrete, or other appropriate action, and may order appropriate changes in the concrete materials and/or their proportions for subsequent work. If so ordered, the Contractor shall remove the unacceptable concrete and shall replace it with concrete meeting the requirements of these specifications at no additional cost to the Town and in a manner meeting the approval of the Engineer.

END OF SECTION

SECTION 2A SITE WORK - GENERAL

- 2A.1** Scope: Work under this section consists of clearing and grubbing for the construction as shown on the drawings and disposal of material and debris resulting from the clearing and grubbing operations. All areas upon which concrete slabs, foundations or pavement is to be placed shall be cleared and grubbed. The Contractor is expected to visit the site of the work and determine for himself the extent of the clearing and grubbing necessary for his construction operations. The work also consists of clean-up of the construction site upon completion.
- 2A.2** Existing Facilities: Adequate facilities shall be provided for the protection of structures, buildings and utilities underground, on the surface, or above ground against all construction activity. The Contractor shall protect and preserve the Town harmless against damage and claims resulting from construction activities.
- 2A.3** Streets and Highways: Contractor shall provide, erect and maintain effective barricades, danger signals and signs on all intercepted and adjacent streets or highways and in other locations where required for the protection of the work and the safety of the public. Barricades or obstructions which encroach on, or are adjacent to, public rights-of-way shall be provided with lights which shall be kept burning at all times between sunset and sunrise. The Contractor shall conform to all state and local laws and regulations in the use of streets and highways. The Contractor shall be responsible for all damages resulting from any neglect or failure to meet these requirements. Watchmen shall be provided if necessary to fulfill the requirements stated herein.
- 2A.4** Traffic and Services: Work shall be arranged to cause a minimum of disturbance to normal pedestrian and vehicular traffic. Adequate means of access to all public and private properties during all stages of construction shall be provided. Unless approval in writing is secured from the local utility authority and Town, there shall be no interruption of service to present customers of utilities requiring repairs, changes or modifications caused by the construction work.
- 2A.5** Clearing and Grubbing: Clearing and grubbing shall consist of removal of all stumps, down timber, brush, buildings and other objects standing on or protruding from the ground in the construction area. All roots shall be grubbed and removed to a minimum of 18 inches below the surface of the existing ground in embankment areas and 18 inches below finished grade in cut areas. Holes caused by grubbing operations shall be filled to the level of adjacent ground.
- 2A.5.1** Tree Removal: Town shall flag all trees to remain within the site. Contractor shall remove and dispose of all trees not flagged. Tree removal shall be in accordance with requirements set forth in the local governing authority tree removal permit. Contractor shall be responsible for coordinating with the local government in obtaining and paying cost of permit. Contractor shall replace all flagged trees damaged or removed during construction of the project.

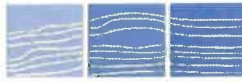


- 2A.5.2** Disposal: All material and debris resulting from clearing operations shall be removed and disposed of off-site by the Contractor unless on-site disposal is provided for in the contract documents.
- 2A.6** Clean-up: Contractor shall remove all debris from the construction site and restore all areas disturbed to the condition existing prior to construction or in accordance with the contract documents as related to construction areas. Cost for clean-up shall be included in the contract lump sum price bid for clearing and grubbing.
- 2A.7** Sodding: Sod shall be provided as required on the construction drawings in accordance with Florida Department of Transportation Specifications Sections 575 and 981. The Contractor shall furnish paspalum sod or sod with equivalent salt tolerant rating. Placement and watering requirements shall be in accordance with FDOT Specifications Section 575, except that no additional payment will be made for placement and/or watering. The contractor shall also guarantee plant and sod survival at 100 percent for 90 days and 85 percent for one year. This cost shall be included in the contract unit price bid for sodding.
- 2A.8** Grassing: The Contractor shall grass all unpaved areas disturbed during construction which do not require sodding or landscaping. All grassing shall be completed in conformance with FDOT Specifications Sections 570 and 981. The grassed areas shall be mulched and fertilized in accordance with FDOT Specifications, except that no additional payment will be made for mulching, fertilizing and/or watering; costs for mulching, fertilizing and watering shall be included in the contract unit price bid for grassing.

END OF SECTION

SECTION 3A EARTHWORK - GENERAL**TS-2A-2**

- 3A.1** Scope of Section: This section includes furnishing the equipment, labor and materials and performing all operations necessary and incidental to general earthwork operations including excavation for street systems, lot grading, building fill, structural excavation, disposal of all unsuitable excavation material and debris and fill, etc. Clearing and grubbing are specified in section, "Site Work - General." The work defined in this section shall be subject to the requirements of all other applicable sections of these specifications, drawings and contract documents.
- 3A.2** Character of Excavation Material: The Contractor shall satisfy himself as to the character and amount of different materials and the subsurface conditions to be encountered in the work to be performed.
- 3A.3** Existing Underground Facilities: Underground structures and utilities shown on the drawings are located according to the best available records. However, it shall be the Contractor's responsibility to acquaint himself with all information and to field locate all underground structures and utilities along the line of work in order to avoid conflict with existing facilities. The Town shall not be held accountable for inaccuracies or omissions in the location or grade of facilities of this type.
- 3A.3.1** Conflicts: Where actual conflicts are unavoidable, work shall be performed so as to cause as little interference as possible with the service rendered by the facility disturbed. Facilities or structures damaged in the execution of the work shall be repaired immediately at the Contractors expense in conformance with the best standard practices or according to the direction of the owner of such facility, to the extent required including replacement.
- 3A.4** Excavation: Shall be performed in accordance with all applicable state, county and local regulations. Excavation shall conform to the plan dimensions indicated or specified for the street or structure and topography and sub-grade conditions encountered. Excavations carried below any depths indicated, without specific directions, shall be refilled to the proper grade with thoroughly compacted, suitable fill. All additional work of this nature shall be performed at no additional cost to the Owner.
- 3A.4.1** Excavated Material: Excavated material to be used for backfill shall be neatly deposited at the sides of the excavation where space is available. Where stockpiling of excavated material is required, the Engineer shall specify the sites to be used, and the Contractor shall so maintain his operations as to provide for natural drainage and not present an unsightly appearance. Rock, shell or other base materials for roads and alleys shall be carefully selected and kept separate. Line and grade stakes shall be protected. No excavated materials shall be removed from the project site without the consent of the Town.



- 3A.4.2** Unsuitable Excavated Material: Muck and other soft, unsuitable material encountered within or below the limits of excavation for streets or structures shall be completely removed and replaced with suitable material as directed by the Engineer. Cost for removal shall be included in the contract lump sum price bid for excavation.
- 3A.4.3** Temporary Drainage: Equipment shall be provided to promptly remove any water that accumulates in excavated areas and the contractor shall maintain each excavation in a dry condition while construction therein is in progress. Requirements of the Florida Department of Environmental Protection shall be strictly maintained during construction. Contractor shall furnish and install erosion protection prior to construction. Erosion control devices shall remain in place until the adjacent area has been sodded or seeded and a successful stand of grass has occurred. Any erosion control system damaged after initial installation shall be replaced until construction is completed. Cost for furnishing, installing and maintaining erosion control systems shall be included in the applicable bid item.
- 3A.4.4** Shoring: Excavations shall be shored and braced by members of suitable sizes and arrangement where necessary to protect workmen, banks adjacent to paving, structures and utilities. This work shall be accomplished at the expense of the Contractor.
- 3A.5** Embankment or Fill: Embankment or backfilled areas shall be cleared of all organic materials or deleterious substances to a depth of 18 inches minimum below existing grade prior to placing of fill. Embankment shall be placed in lifts not to exceed twelve inches with each lift being compacted to a minimum density of 98% of modified Procter, AASHTO method T180 until finished grade has been obtained. The Contractor shall furnish to the Engineer a laboratory test report of field density for each lift certifying that compaction specifications have been met. Finish grading shall be to lines and grades shown on the Contract drawings.
- 3A.6** Excess Material: Excess excavated material, and that not suitable for use as embankment or backfill, shall be immediately disposed of at locations approved by the Engineer. Excess excavated material which is suitable for use as embankment or backfill shall be stockpiled on the project site at a location approved by the Engineer.
- 3A.7** Borrow: Should there be insufficient satisfactory material from the excavations to meet the requirement for fill material, borrow shall be obtained from sources or pits approved by the Engineer. Borrow shall be obtained and placed in accordance with the terms of the bid proposal.

END OF SECTION

SECTION 4A STORM DRAINAGE CONSTRUCTION

4A.1 Inlets, Control Structures, and Junction Boxes

4A.1.1 Description: Construct all storm drainage inlets, control structures, and junction boxes from reinforced concrete in accordance with F.D.O.T. Section 425.

All structures shall be installed to meet the invert and grate location and elevations shown in the Plans. Joints shall be completely filled, smooth and free from surplus mortar on the inside of an inlet. Brick and riser rings shall be plastered with one-half (½") inch of mortar over the entire outside face of the walls. Bricks when used shall be laid radially.

The Contractor shall install mortar invert channels and benches smooth and semicircular in shape conforming to the inside of the adjacent storm drain section. Changes in direction shall be made with a smooth curve of a radius as the size of the inlet will permit. Changes in size and grade of the channels shall be formed directly in concrete. The floor of an inlet outside the channels shall be smooth and shall slope, toward the channel, not less than one (1) inch per foot nor more than two (2) inches per foot. The base section of all structures shall be placed upon a firm foundation with the openings for the storm drain properly aligned and the walls plumb. The structures shall be of the size and kind shown in the Plans and shall be placed at the elevations and grades shown in the Plans. The pipe shall be cut flush with the inside of the wall and the joints shall be filled with grout so as to prevent leakage.

Grates, frames and covers shall be set so that the top of the grate or cover will be flush with the pavement or gutter. Frames shall be set in a full mortar bed. Where covers are in a roadway, they shall be traffic bearing. Excavation and backfilling shall conform to F.D.O.T. Section 125.

4A.2 Pipe Culverts, Mitered & Flared End Sections

4A.2.1 Description: Construct HDPE pipe culverts and reinforced concrete mitered end sections and flared end sections in accordance with FDOT Standard Specifications Sections 430, 942, 943 and 945. Trench excavation and backfilling shall be in conformance with F.D.O.T. Section 125.

4A.2.2 Materials: All storm drainage pipe and culverts shall be high density polyethylene (HDPE) pipe conforming to FDOT Standard Specifications Section 105.

All HDPE joints and gaskets shall conform to ASTM requirements (Sections D3212 and F477).

- 4A.2.3** Density and Testing Requirements: The Contractor shall compact all backfill in 12" loose lifts to the following densities as tested in accordance with AASHTO T-180 (modified proctor) and provide satisfactory test results as follows:
1. 95% of the maximum dry density for trenches not underneath paved areas.
 2. 98% the maximum dry density for areas underneath paved areas.

Trench backfill shall be tested at 1 foot above the top of pipe and at 1 foot below finished grade when utilizing identical compaction methods on all 12" lifts. The Contractor shall test all lifts if identical compaction methods are not utilized or should the Contractor not consistently meet compaction requirements. The Contractor shall provide satisfactory test results on the trench backfill at frequencies not less than every 300 feet (or fraction thereof) or once per pipe run between structures when less than 300 feet.

4A.3 Excavation Requirements

4A.3.1 Trenches:

1. Pipe laying operations shall be maintained as close as possible to the excavation operation during the prosecution of the Work. The excavation shall be halted at any time that the excavation is opened too far in advance of the pipe laying.
2. Pipe trenches shall be excavated to the depth necessary to install the pipe at the elevations shown on the drawings and a minimum of 24 inches of soil cover shall be required unless a deviation is authorized by the Engineer. Trenches shall be opened to a minimum width sufficient to provide a free working space on each side of the pipe. The maximum width of the trench shall not be greater than the outside diameter of the pipe barrel or pipe bell plus two feet (2'). The maximum trench width requirements shall apply from the trench bottom to the top of the pipe for nominal diameters less than 42 inches. For pipes with nominal diameters 42-inches and greater, the maximum trench width requirements shall apply from the trench bottom to a point half way between the pipe spring line and the top of the pipe. The excavation below the spring line shall be shaped to conform to the shape of the lower third of the pipe. Excavations shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.
3. If subsurface conditions warrant, pipe-laying depths may vary to deeper or shallower depths. If such laying depths vary from plan elevations by more than 0.25 feet, then such elevations changes shall be approved by the Engineer. No additional compensation shall be made to the Contractor for varying pipe-laying depths.
4. Where excavation has exceeded the plan depths, the trench bottom shall be restored to plan depth and grade using a bedding material consisting of a layer of concrete, compacted fine gravel, or other material approved by the Engineer. This bedding material shall be

placed, at no extra cost, to secure a firm foundation for the structures or the lower third of each pipe.

5. Excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the Town.
6. Unsuitable excavated material will be disposed of in an Town approved location onsite. Contractor shall include cost of disposal in the pipe unit price.

4A.4 Backfill Requirements

4A.4.1 Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipeline is provided. Clean earth, sand, small washed shell, or other material shall be used for backfill. Soil materials for use as backfill shall be free of rock or gravel larger than 2-inches in any dimension and shall contain no measurable amounts of debris, waste, vegetation, and other deleterious matter. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipe in six-inch (6") layers to a level one-foot (1') above the top of the pipe. Each layer shall be compacted to a density as specified below, depending on the location of the trench.
 - a. Trench located within the roadway or shoulder (normally within 6-feet of the edge of pavement) shall have backfill compacted by hand or mechanical tampers to achieve a density of at least 98% of the maximum density as determined by AASHTO method T-180.
 - b. Trenches located within the right-of-way or permanent easements adjacent to the right-of-way but outside the roadway and shoulder, as defined above, shall have backfill compacted by hand or mechanical tampers to achieve a density of at least 90% of the maximum density as determined by AASHTO Method T-180.
2. Backfill material for trenches within State Road rights-of-way shall be placed in layers and compacted to a maximum thickness of six inches (6"). Backfill shall be compacted by hand or mechanical tampers to achieve a density of at least 100% of the maximum density as determined by AASHTO Method T-99. Trenches located within permanent easements adjacent to State Road right-of-ways shall be backfilled as stated above except the density shall be at least 95% of the maximum density as determined by AASHTO Method T-180. All backfill procedures and materials shall comply with the regulations and rules of the regulatory authority having jurisdiction over the right-ofway in which construction occurs.

3. Backfill materials for trenches in all other areas, except as specified above, shall be placed in layers and compacted to a maximum thickness of twelve inches (12"). Backfill shall be compacted by hand or mechanical tampers to achieve a density of or at least 90% of the maximum density as determined by AASHTO Method T-180.

4A.4.2 Pipe Slipline:

1. Storm sewer pipe shall be examined by TV viewing.
2. Storm sewer pipe that can be cleaned, shall be cleaned using a root cutter and then water pressure and vacuum cleaned.
3. A HDPE pipe shall then be sliplined through pipes that allow sliplining.
4. Storm sewer pipe that have dropped section shall be repaired per section 3.12 of these technical specifications.

4A.5

Rip-Rap: Rubble rip-rap shall be constructed in accordance with FDOT Standard Specifications for Road and Bridge Construction, Section 530.

END OF SECTION

SECTION 5A**ROADWAY****5A.1** Stabilizing

- 5A.1.1** Description: Construct all stabilized subgrades in accordance with F.D.O.T. Sections 160-1 through 160-10 except as amended herein. This Work includes the mixing and stabilizing of the designated portions and depth of the roadbed, shoulders, parking sub-grade and/or bike path sub-grade where applicable to provide a firm and unyielding sub-grade having a minimum Limerock Bearing Ratio (LBR) value of 40 or as specified in the Plans. The sub-grade material to be stabilized will be the previously placed embankment material in filled areas. Stabilizing material will be added if bearing value is not obtainable.

The allowable under-tolerance for L.B.R. value per F.D.O.T. Sections 160-7.2 will not apply to this Work and the minimum L.B.R. value shall be 40.

- 5A.1.2** Density and Testing Requirements: As soon as proper moisture conditions are attained, the material shall be thoroughly compacted to 98% of the maximum dry density as determined by AASHTO T-180.

The Contractor shall supply proof of density and bearing value from an independent testing laboratory approved by the Engineer. Bearing value tests shall be taken once per source of material. Density tests shall be made at intervals of no more than 300 feet per 2-lane width along roadways and at a minimum of once for every 650+/- square yards or fraction thereof for other paved areas.

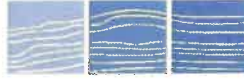
5A.2 Base (Crushed Concrete)

- 5A.2.1** Description: Construct all crushed concrete base courses in accordance with F.D.O.T. Standard. This Work includes the furnishing, spreading, grading, moisture control, compaction, finishing and testing of the required depth of crushed concrete base meeting or exceeding a Limerock Bearing Ratio (LBR) value of 100.

- 5A.2.2** Density and Testing Requirements: As soon as proper moisture conditions are attained, the material shall be compacted so that the minimum density at any location will be 98 percent of the maximum dry density as determined by AASHTO T-180.

The Contractor shall supply proof of density and bearing ratio value from an independent testing laboratory approved by the Engineer. Bearing ratio value tests shall be taken once per source of material. Density tests shall be made at intervals of no more than 300 feet per 2-lane width along roadways and at a minimum of once for every 650+/- square yards (or fraction thereof) for other paved surfaces.

5A.3 Asphaltic Concrete



- 5A.3.1** Description: Construct all asphaltic concrete paved surfaces in accordance with F.D.O.T. Sections 300 and 331. This item includes the furnishing, placing and compaction of the required type and thickness of the asphalt base or wearing surface as specified by the F.D.O.T. standards above, completed true to lines, grades, notes and typical cross-sections shown in the Plans.

The Contractor is responsible for obtaining the minimum compacted thickness as shown in the Plans. Any deficiencies observed by the Engineer may require testing and core borings over any of the suspected deficient areas at the Contractor's expense. Any pavement of deficient thickness shall be corrected or left in place in accordance with F.D.O.T. Section 330-14 as determined by the Engineer.

5A.4 Traffic Stripes

- 5A.4.1** Description: All traffic striping and pavement markers shown in the Plans shall be painted by reflectorized paint with glass spheres in conformance with F.D.O.T Section 710. (Striping and markings shall be of thermoplastic or other materials when called for in the Plans)

6A.1 TRUEGRID PRO PLUS



1-855-355-GRID (4743)

TRUEGRID® PRO Plus Manufacturer's Product Specification Sheet

Dimensions:	24" x 24" x 1.8" (4 sq/ft)
Pre-Assembled:	16 sq/ft per layer (4' x 4' sheet) (4 grids per layer)
Cell Width:	3-3/16"
Weight:	5.22 lbs
Permeability:	100% w/clean, uniform stone
Product Porosity:	90% open
Compressive strength:	Over 8000 psi filled
Material:	Recycled High Density Polyethylene (100% post-consumer)
Color:	Black with UV Stabilizer
Temperature Range:	Dimensionally Stable for -58F to 194F
Moisture Absorption:	.01%
Environmental Compatibility:	Nontoxic, harmless to plants, animals, and microorganisms. Inert material, groundwater neutral
Installation Speed:	1000 sq/ft per man hour

Other features of TRUEGRID

- Highly resistant to oils, gasoline, acids, salt, ammonia, and alcohol
- May be saw cut
- Patented design yields ultimate hoop strength
- Circular elements provide multi-directional crush and shear strength
- Flexible links allow expansion and contraction depending on environmental conditions
- Built in X-Anchors allows weight of filler to hold grid down without any extra staking
- Interlocking connectors



1-855-355-GRID (4743)

Ground Preparation: Depends upon site condition and local conditions.

Suggested Sub-base: 3/4" – 1" diameter clean/washed, angular gravel.
Depth of this layer should be a minimum of 6" - 8". Deeper for heavier loads.
For additional drainage, increase depth of sub-base.
Class 2 road base (crushed concrete) is also a typical sub-base material.
Gravel/sandy soil mix (60/40) is also common for grass fill applications.
Level sub-base before laying TrueGrid.

Installation: Layout and snap together pre-assembled sheets. (4 pcs per layer = 16 sq/ft)
If body weight does not level the grids, use plate vibrator or heavy cylinder to level.

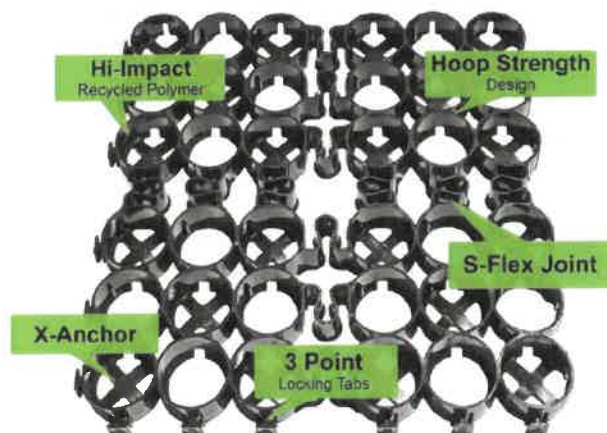
Backfill: Any angular or round medium may be used. Fill cells with filler of choice.
5/8" or 3/4" diameter typical.

- TRUEGRID may be cut on site
- Pre-cutting is not required

Angle grinder, circular saw, compass saw, or handsaw are all options for cutting TRUEGRID.

Delivery:

- **Pallet content:** 800 sq/ft = 50 layers per pallet = 200 pcs
- **Pallet dimensions:** 48" x 48" x 95"
- **Approximate pallet weight:** 1,050 lbs
- **Truckload:** 24 pallets or 19,200 sq/ft



For more info on TRUEGRID
Please visit our website:

www.truegridpaver.com

913 SHELL MATERIAL

913-1 General

913-1.1 Composition: Shell materials to be used for shell base or shell stabilized base, shall consist of naturally occurring deposits formed essentially of broken mollusk shell, corals and the skeletal remains of other marine invertebrates. Live or steamed shell, or man-made deposits as a by-product of the shellfish industry will not be permitted.
Approval of mineral aggregate sources shall be in accordance with 6-3.3.

913-1.2 Deleterious Substances: Shell materials shall be reasonably free of lumps of clay, organic matter, and other substances not defined which may possess undesirable characteristics. The material shall not contain silica sand in sufficient quantity to prevent bonding.

913-1.3 Physical and Chemical Properties: Shell materials shall meet the following physical and chemical requirements:
Limerock Bearing Ratio (FM 5-515) - The material shall have an average LBR value of not less than 100. Material represented by any individual LBR value of less than 90 is unacceptable.
PlastiTown (AASHTO T 89 and AASHTO T 90) - That portion of the material passing the No. 40 sieve shall be non-plastic.
Carbonates (FM 5-514) - The minimum percentage of carbonates of calcium and magnesium shall be 50.

913-2 Dredged Shell

913-2.1 Definition: Dredged shell shall be defined as those shell materials meeting the requirements of 913-1, which are dredged from ocean, bay or lake deposits.

913-2.2 Gradation Requirements: Materials classified as Dredged Shell shall meet the following gradation requirements:
Passing 3 1/2 inch sieve.....97% (maximum dimension not to exceed 6 inches)
Passing No. 4 sieve.....maximum 50%
Passing No. 200 sieve.....maximum 7.5% (by weight)

913-3 Bank-Run Shell

913-3.1 Definition: Bank-Run Shell shall be defined as those shell materials meeting the requirements of 913-1 which are presently found as "dry land" deposits.

913-3.2 Gradation Requirements: Materials classified as Bank-Run Shell shall meet the following gradation requirements:
Passing 3 1/2 inch sieve.....97% (maximum dimension not to exceed 6 inches)
Passing No. 4 sieve.....maximum 80%
Passing No. 200 sieve.....maximum 20% (washed)

913-4 Exceptions, Additions and Restrictions: Other specification modifications, based on material usage, may be found in applicable Sections of the specifications.

SECTION 913A SHELL - ROCK MATERIAL

913A-1 General: Shell-rock materials to be used for shell-rock base shall be defined as naturally occurring heterogeneous deposits of limestone with interbedded layers or lenses of loose and cemented shell, to include cemented sands (calcitic sandstone). This material shall be mined and processed in a manner that will result in a reasonably homogenous finished product.
Approval of mineral aggregate sources shall be in accordance with 6-3.3.

913A-2 Deleterious Substances: Shell-rock materials shall not contain lumps of clay, organic matter, cherty or other extremely hard materials, or other substances not defined, in sufficient quantity as to be detrimental to the finishing, strength, or performance of the base. The material shall not contain loose, free silica sand in sufficient quantity to prevent bonding of the base, or to result in a surface which is susceptible to distortion under construction traffic, or accumulation of loose sand on the finished surface which precludes bonding of the bituminous tack coat with the base, nor shall the material contain more than 50% loose, free shells, corals or skeletal remain of other marine invertebrates (retained on the No. 4 sieve). Materials shall contain no water sensitive clay minerals.

913A-3 Physical and Chemical Properties: Shell-rock material shall meet the following physical and chemical properties:

Limerock Bearing Ratio (LBR) (FM 5-515) - Production of this material shall be controlled so as to meet the following requirements for LBR value:

The average of test values shall not be less than 100.

No individual test value shall be less than 90.

No two consecutive test values between 90 and 100.

PlastiTown (AASHTO T 89 and AASHTO T 90) - That portion of the material passing the No. 40 sieve shall be non-plastic.

Carbonates (FM-5-514) - The minimum of the average percentage of carbonates of calcium and magnesium shall be 50. Material represented by any individual carbonate LOT average of less than 45% is unacceptable.

Gradation Requirements - Materials classified as shell-rock shall be graded uniformly down to dust and in addition, meet the following specific requirements:

Passing 3 1/2 inch sieve (maximum dimension not to exceed 6 inches) minimum 97%

Passing No. 4 sievemaximum 70%

Passing No. 200 sievemaximum 20% (washed)

END OF SECTION

Town of Redington Beach

Pinellas County, Florida

LTA File No: 450.01.01.20

NOTICE TO PROCEED

Pursuant to the terms of the Construction Documents and contract, you are hereby notified to commence work at the start of business on _____. The time for completion, including the starting day, shall meet the General Conditions, Item 11.

It is the responsibility of the Contractor to meet the schedule as set forth and in accordance with the terms and conditions of the Contract. Failure to comply with the schedule will result in the enforcement of the liquidated damages as stated in the General Conditions, Item 12.

Please note carefully and fulfill the requirements of the Contract regarding the submittal and approval of Workers' Compensation and Manufacturers' and Contractors' Public Liability Insurance.

The Contractor shall also contact the Grantee and the grantee's engineer in writing within three days prior to mobilization on the project to enable the Grantee to coordinate this work with others.

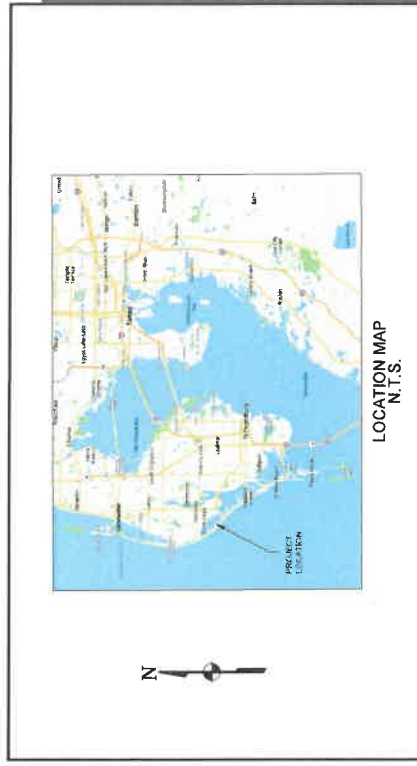
Your cooperation on this construction to its conclusion is of the utmost importance to the Grantee.

BOCA CIEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT FOR THE TOWN OF REDINGTON BEACH

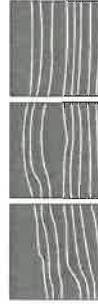
SEC. 5, TWP. 31 S, RGE. 15 E

PROJECT # 450.01.01.20

INDEX:	SHT. NO.	CONTENTS
1	1	COVER SHEET
2	2	GENERAL NOTES
3	3	EXISTING CONDITIONS
4	4	PROPOSED CONSTRUCTION
5	5	CONFORMANCE PLAN SHEET
6	6	BEST MANAGEMENT PRACTICES PLAN SHEET
7	7	BEST MANAGEMENT PRACTICES DETAILS



DECEMBER 2020



LTA ENGINEERS, LLC
Civil Engineers & Land Planners

P.O. Box 789, Cortez, FL 34215
Phone 941.756.9100 Fax 941.756.9119



100% PLAN SET
FOR
CONSTRUCTION

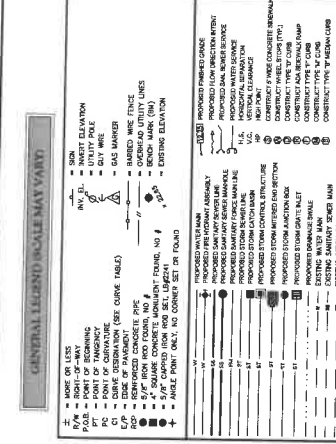
48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA
FL STATUTE 553.851 (1979) REQUIRES
MIN. OF 2 DAYS AND MAX. OF 5 DAYS
NOTICE BEFORE YOU EXCAVATE.



BOCA CIEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT

Table with 2 columns: NO., REVISION

Civil Engineers & Land Planners, LLC



OWNERS INSTRUCTIONS

NOTES AND SPECIFICATIONS

100% PLAN SET FOR CONSTRUCTION

CONSTRUCTION NOTES

GENERAL NOTES

ENVIRONMENTAL NOTES

1. CONTRACTOR SHALL REMOVE ALL EXISTING VEGEATION FROM THE UNPAVED PORTION OF THE PROJECT AREA.

STORMWATER POLLUTION PREVENTION PLAN

STORMWATER POLLUTION PREVENTION PLAN

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STORMWATER POLLUTION PREVENTION PLAN

Project Name: REDINGTON BEACH BOCA CIEGA BAY

TOTAL PROJECT AREA

65758.5 8miga Feet

1.51 Acres(s) of Town Diable - 1977-2001

10/10/2016 11:51

WATER QUALITY FOR BOCA CIEGA RAY

1 inch(es) of rainfall over project area

_____ of rainfall over project area X (Total project area in square feet) Y (1/120) = _____

490 Cubic Feet of Material.

[illegible]

MEASURABLE BENEFIT AREA: 5.15 A.C.

TOWN RIGHT OF WAY
TREATMENT AREA
(PROJECT AREA) = 1.51 AC

NOTES:

1. CONTRACTOR TO COMPLETE ONE SIDE OF EACH STREET BEFORE MOVING TO THE NEXT SIDE OF THE STREET UNLESS OTHERWISE DIRECTED BY ENGINEER OF RECORD.
2. INFILTRATION TRENCHES SHALL TERMINATE AT EACH DRIVEWAY UNLESS INDICATED ON PLAN OR OTHERWISE DIRECTED BY ENGINEER OF RECORD.
3. ALL TRUE GRID PAVERS (OR EQUIVALENT) SHALL BE BACKFILLED WITH COMPOUND COMPOST MIXED WITH NATIVE SOIL FROM EXCAVATED TRENCHES. PASPALLUM OR EQUIVALENT SOD SHALL BE PLACED ON TRUE GRID AS PART OF FINAL RESTORATION OF PROJECT UNLESS OTHERWISE DIRECTED BY ENGINEER OF RECORD.
4. EXISTING LANDSCAPE ROCKS, BOULDERS AND OTHER PRIVATE FEATURES SHALL BE RELOCATED TO THE RESPECTIVE PRIVATE PROPERTY UNLESS OTHERWISE DIRECTED BY ENGINEER OF RECORD.
5. WASTOP VALVES SHALL BE INSTALLED AT OUTFALLS TO BOCA CIEGA BAY WITHIN THE PROJECT LIMITS AND SHALL BE SUPPLIED BY THE TOWN OF REDINGTON BEACH.

- # SITE SPECIFIC CONSTRUCTION NOTES:
1. CONTRACTOR SHALL CALL FOR LOCATES PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL PROBE FOR UTILITY CONFLICTS PRIOR TO INSTALLATION OF VERTICAL INFILTRATION TRENCH DRAIN AND/OR SOCK DRAINS.
 2. ALL STORMWATER FACILITIES SHALL BE REVIEWED IN THE FIELD AND ADJUSTED AS NEEDED TO ACCOMMODATE EXISTING TREES OR OTHER SENSITIVE FEATURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD LYNN BURNETT, P.E. AT 941-526-3375 FOR ANY AND ALL CONFLICTS.



CIVIL ENGINEERS & LAND PLANNERS, LLC
 P.O. Box 759
 Coral Gables, FL 33421
 Phone: 305.252.5100
 Fax: 305.252.5100
 Email: info@ce-lp.com
 License No. 65331 (CA)

INSTALL HEAVY DUTY INFILTRATION SYSTEM WITH TRUGRID PAVERS (OR EQUIVALENT) AND MATCH EXISTING SURFACE CONDITIONS WITH SOD OR ALTERNATIVE APPROVED MATERIALS BOTH SIDES OF STREET UNLESS OTHERWISE DIRECTED BY ENGINEER OF RECORD.

PIPE ID NO. 8
 EXISTING 36" PVC PIPE
 TO REMAIN
 36" WASTOP VALVE TO BE INSTALLED

PIPE ID NO. 9
 EXISTING 12" CONCRETE PIPE TO REMAIN
 12" WASTOP VALVE TO BE INSTALLED

INSTALL HEAVY DUTY INFILTRATION SYSTEM WITH TRUGRID PAVERS (OR EQUIVALENT) AND MATCH EXISTING SURFACE CONDITIONS WITH SOD OR ALTERNATIVE APPROVED MATERIALS BOTH SIDES OF STREET UNLESS OTHERWISE DIRECTED BY ENGINEER OF RECORD.

PIPE ID NO. 10
 EXISTING 24" HDPE PIPE TO REMAIN
 PIPE TO BE CLEANED AND 24" WASTOP VALVE TO BE INSTALLED

REMOVE 100 LINEAR FEET OF EXISTING CONCRETE AND INSTALL 10' WIDE HEAVY DUTY INFILTRATION SYSTEM. REPLACE SURFACE WITH 1,000 SQUARE FEET OF PERVIOUS CONCRETE OR APPROVED EQUIVALENT AS DIRECTED BY ENGINEER OF RECORD.

CORE BORE EXISTING INLETS (5) AND TIE INFILTRATION IN WITH 8" SOCK DRAINS

CORE BORE EXISTING INLETS (4) AND TIE INFILTRATION IN WITH 8" SOCK DRAINS

REMOVE 10' WIDE X 35' +/- LINEAR FEET OF EXISTING PAVERS WITHIN RIGHT OF WAY AND INSTALL 10' WIDE HEAVY DUTY INFILTRATION SYSTEM. REPLACE SURFACE WITH EXISTING PAVERS OR APPROVED EQUIVALENT AS DIRECTED BY ENGINEER OF RECORD.

CORE BORE EXISTING INLETS (3) AND TIE INFILTRATION IN WITH 8" SOCK DRAINS

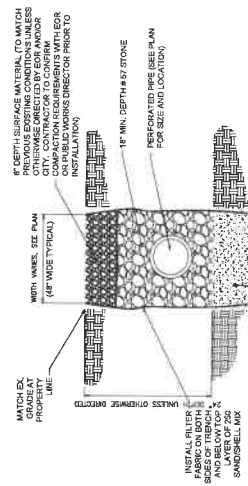
INSTALL HEAVY DUTY INFILTRATION SYSTEM WITH TRUGRID PAVERS (OR EQUIVALENT) AND MATCH EXISTING SURFACE CONDITIONS WITH SOD OR ALTERNATIVE APPROVED MATERIALS BOTH SIDES OF STREET UNLESS OTHERWISE DIRECTED BY ENGINEER OF RECORD.

BOCA CIEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT
 SEC 5, TWP 31S, RNG 15E, REDINGTON BEACH, FL
 DRAINAGE PLAN SHEET

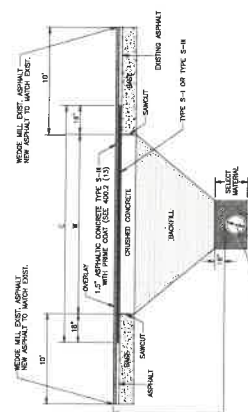


100% PLAN SET
 FOR
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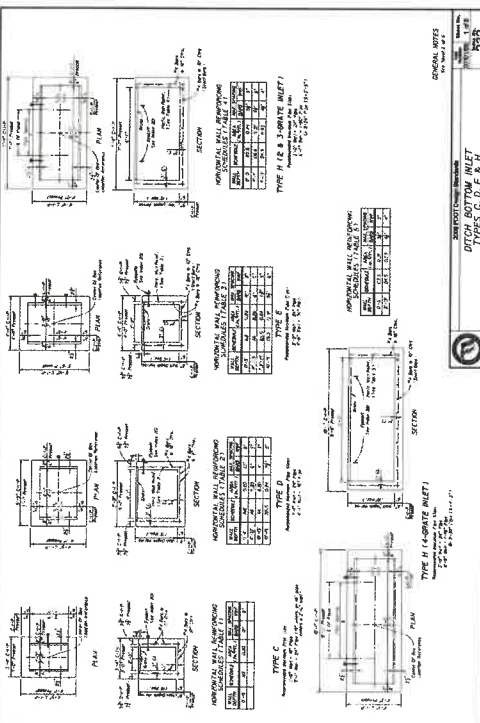
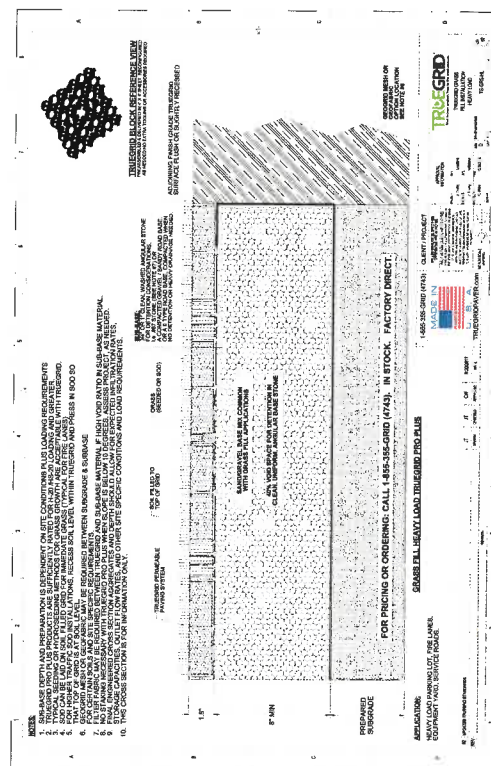
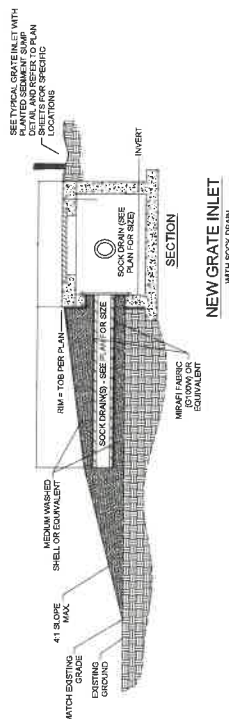
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FOR
CONSTRUCTION**



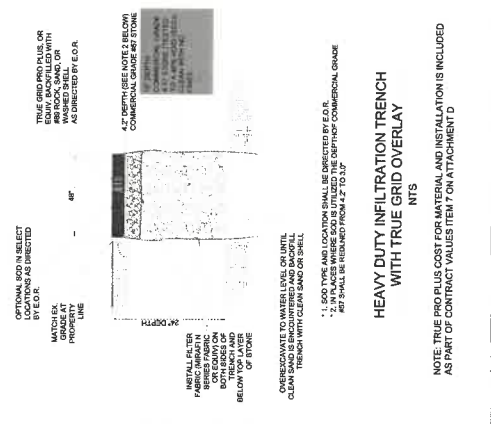
NTS



UTILITY ROAD CUT REPLACEMENT

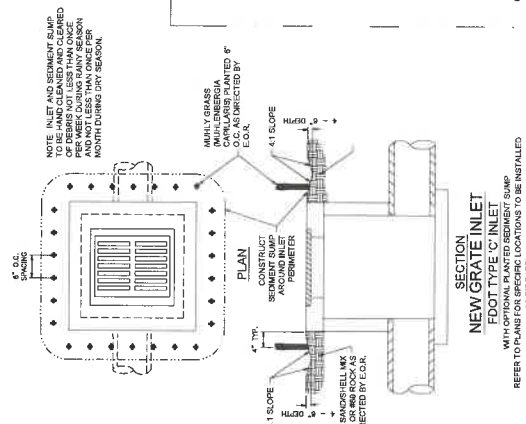


ATTACHMENT C (2 of 2)

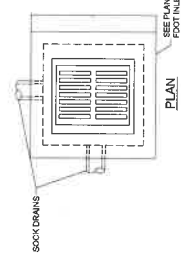


NTS

NOTE: TRUE PRO PLUS COST FOR MATERIAL AND INSTALLATION IS INCLUDED AS PART OF CONTRACT VALUES ITEM 7 ON ATTACHMENT D

SECTION
NEW GRATE III

WITH OPTIONAL PLANTED SEDIMENT SUMP
REFER TO PLANS FOR SPECIFIC LOCATIONS TO BE INSTALLED



LEGEND

-  SALT FENCE
-  GRAVEL FILTER BAGS OR EQUIVALENT INLET PROTECTION
-  TURBIDITY BARRIER
-  VERTICAL INFILTRATION TRENCH
-  PROPOSED STORM PIPE
-  PROPOSED GRATE INLET
-  PLANTING ENHANCEMENT

1. ALL DISTURBED AREAS TO BE STABILIZED WITH SOD, #57 STONE OR OTHER MATERIALS AS DIRECTED BY ENGINEER WITHIN 48 HOURS OF COMPLETION OF CONSTRUCTION.
2. DEBRIS AND SILT CLEANED FROM EXISTING STRUCTURES SHALL BE PROPERLY DISPOSED OF OFFSITE.
3. PROPER CONSTRUCTION SEQUENCING SHALL BE FOLLOWED SUCH THAT THE FLOWS FROM ALL EXISTING SWALES, PIPES AND OUTFALLS ARE MAINTAINED AT ALL TIMES. NO STORMWATER FLOWS SHALL BE BLOCKED.
4. INSTALL GRAVEL FILTER BAGS AND/OR TEMPORARY PLUGS AT END OF EACH EXISTING OUTLET PIPE. PLUGS TO BE REMOVED AT DIRECTION OF ENGINEER OF RECORD UPON COMPLETION OF CONSTRUCTION.

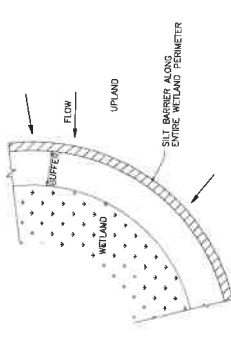


FIGURE 1

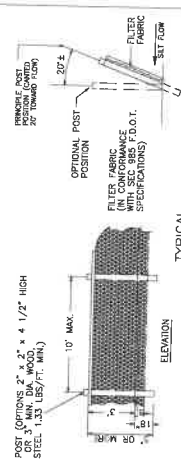


FIGURE 2

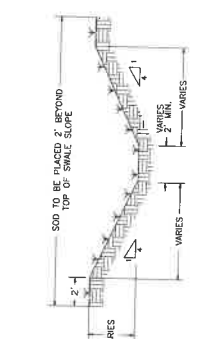


FIGURE 3

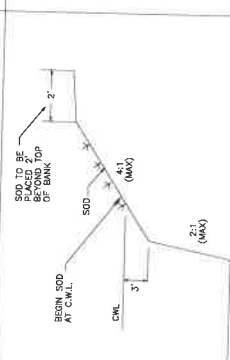


FIGURE 4

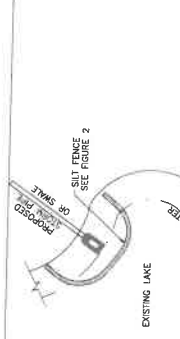


FIGURE 5

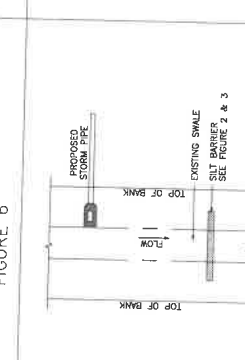


FIGURE 6

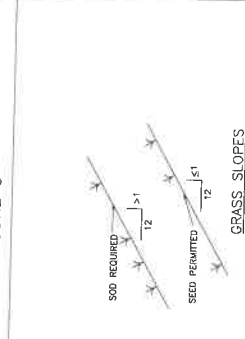


FIGURE 7

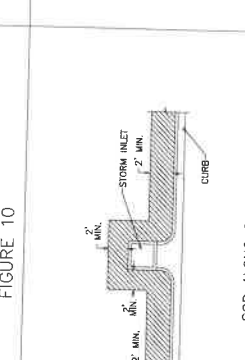


FIGURE 8

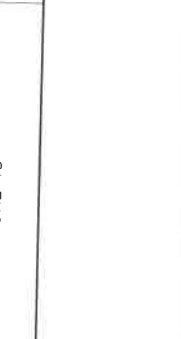


FIGURE 9

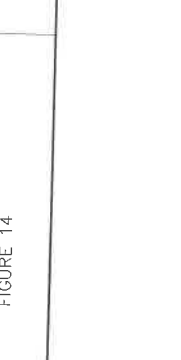


FIGURE 10

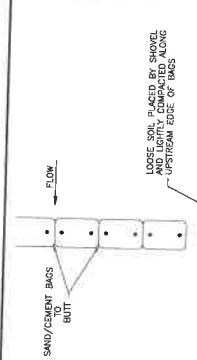


FIGURE 11

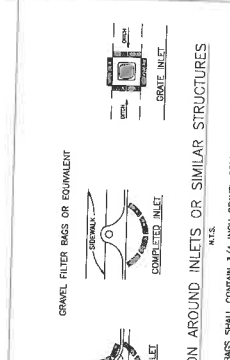


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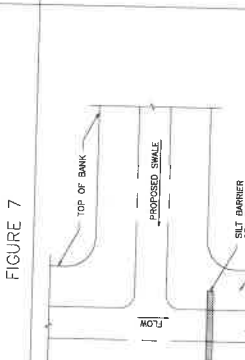


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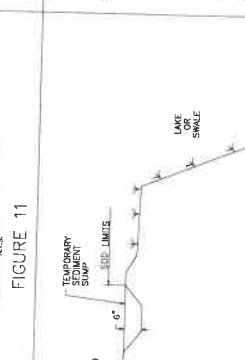


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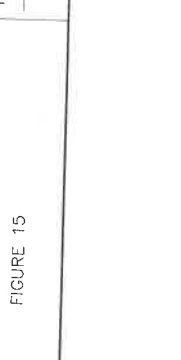


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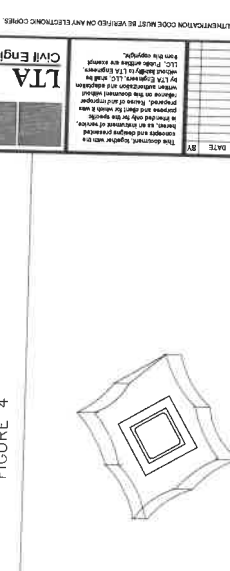


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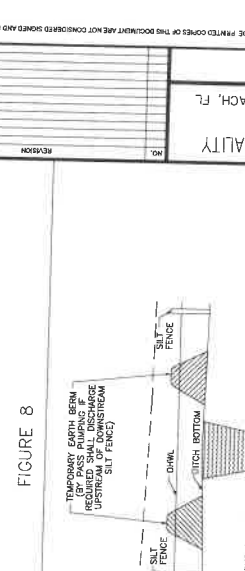


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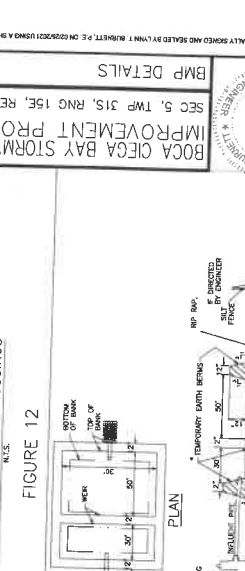


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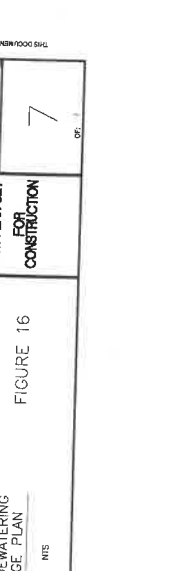


FIGURE 20



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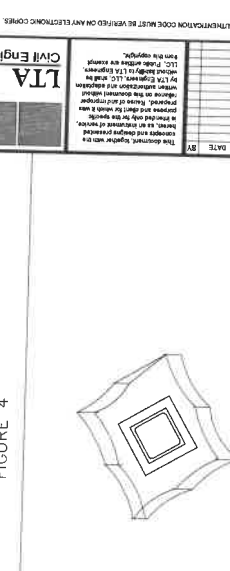


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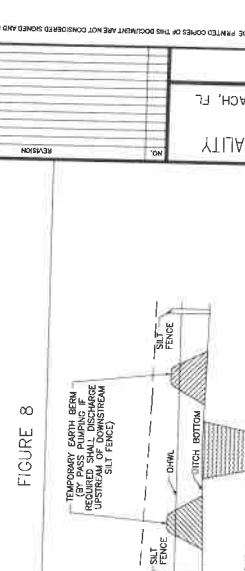


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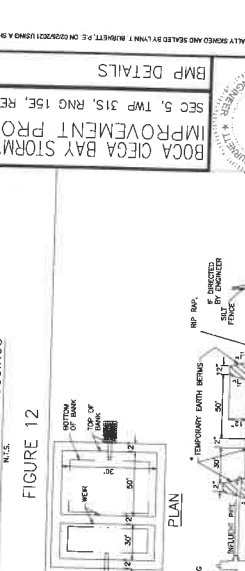


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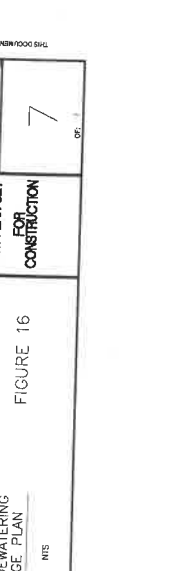


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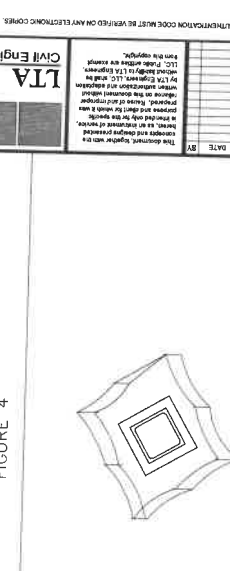


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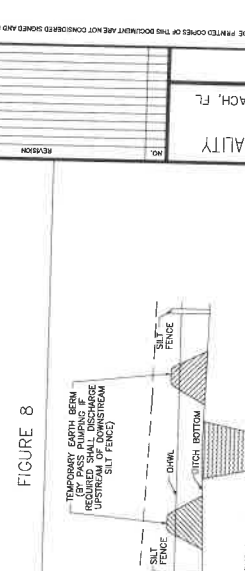


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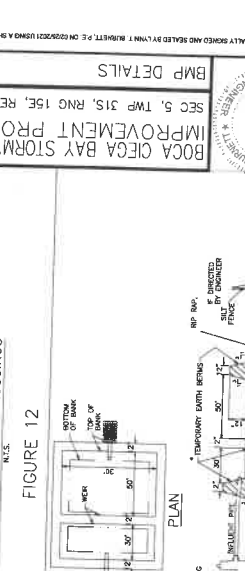


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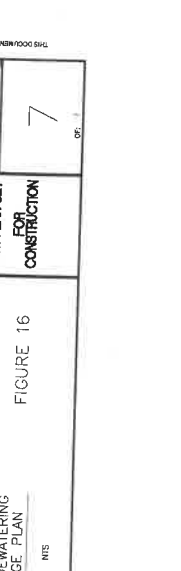


FIGURE 30



FIGURE 31

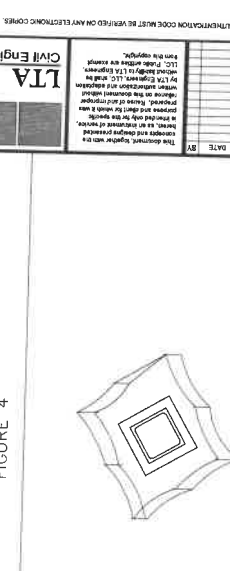


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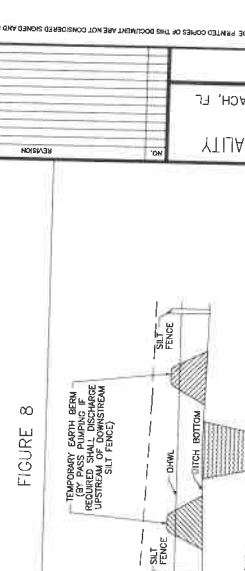


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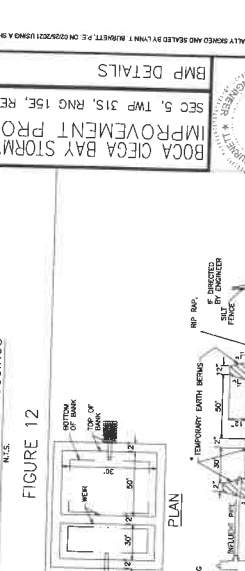


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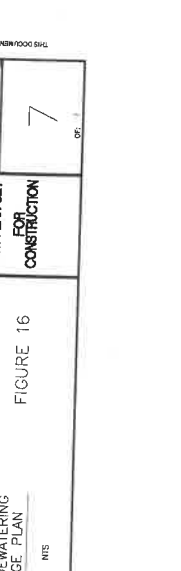


FIGURE 35



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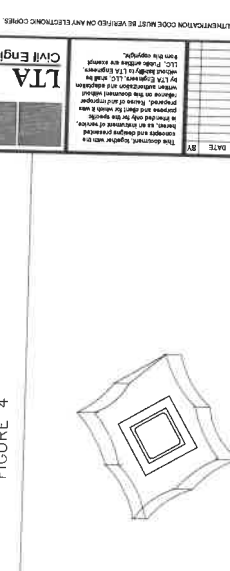


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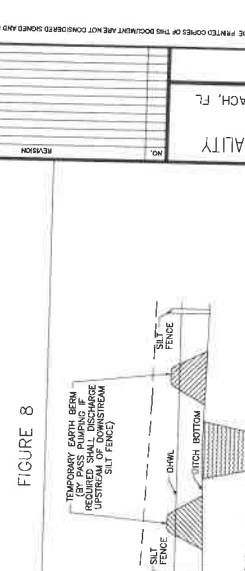


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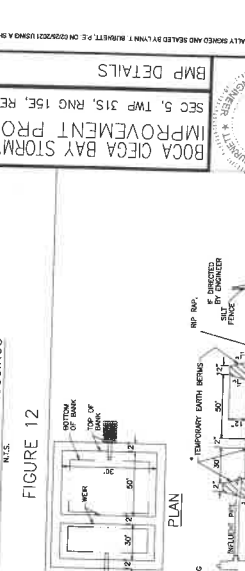


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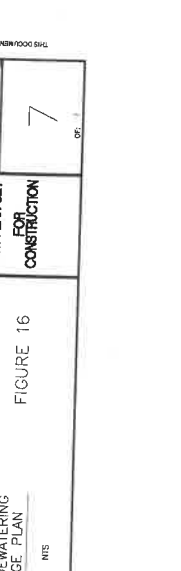


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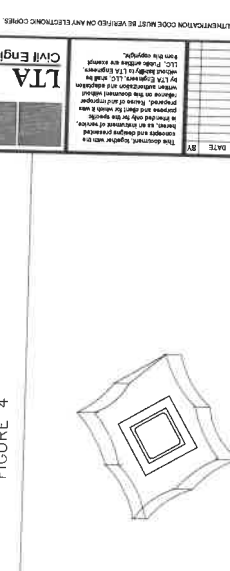


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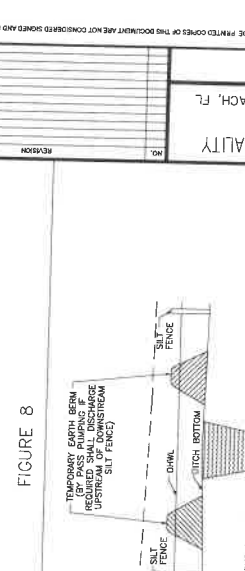


FIGURE 43

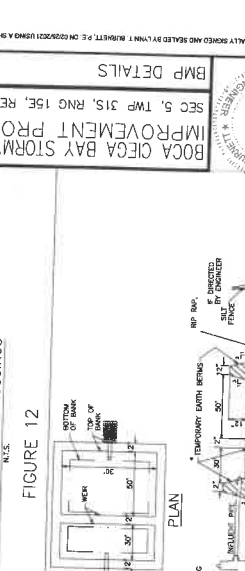


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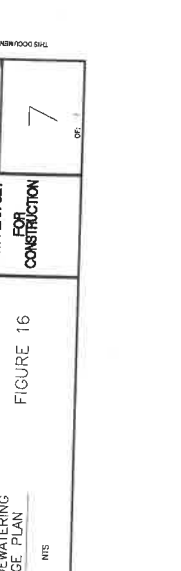


FIGURE 45



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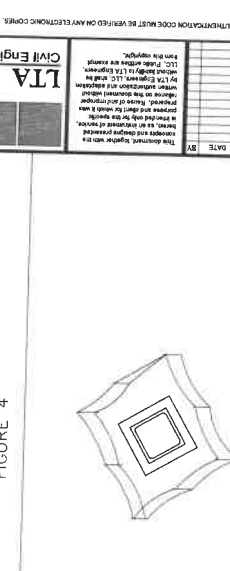


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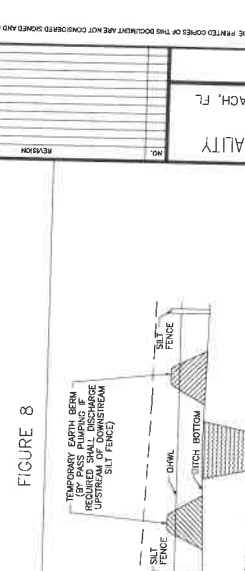


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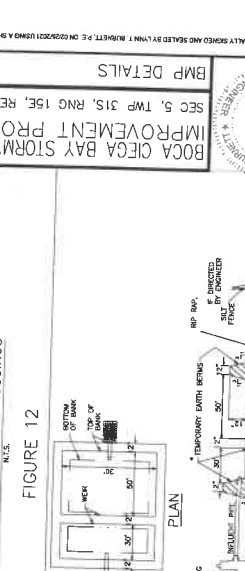


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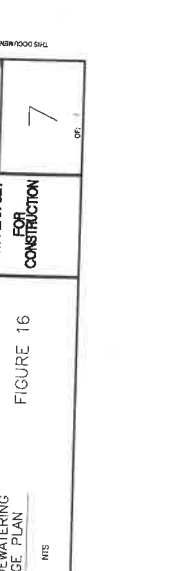


FIGURE 50



FIGURE 51

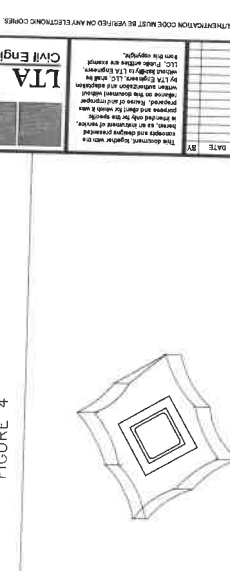


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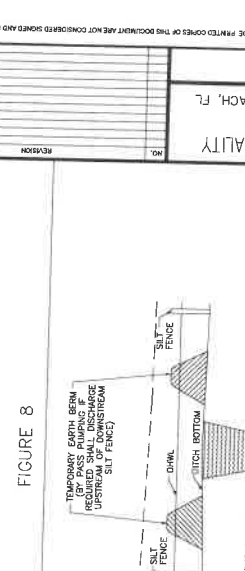


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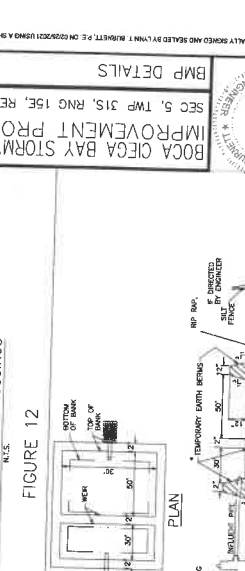


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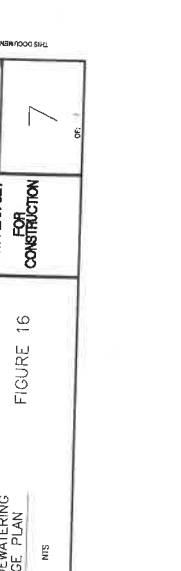


FIGURE 55



FIGURE 56

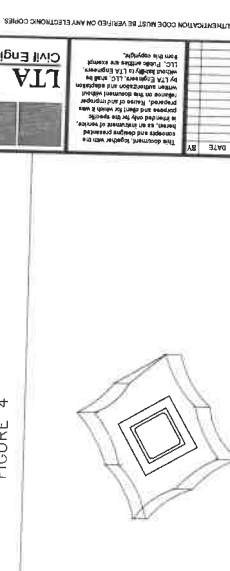


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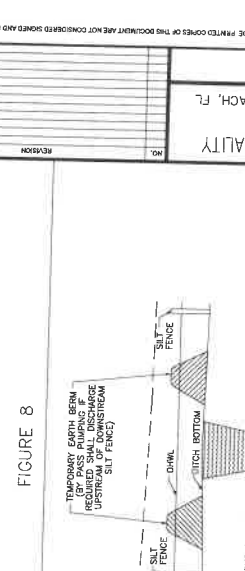


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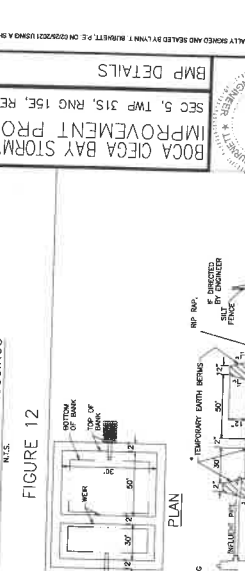


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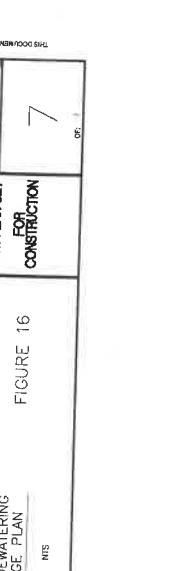


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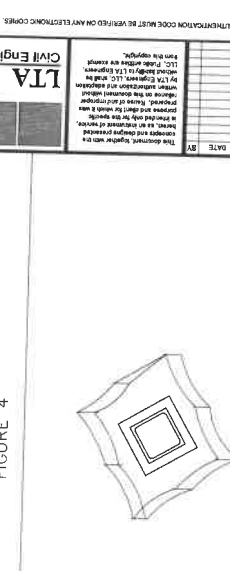


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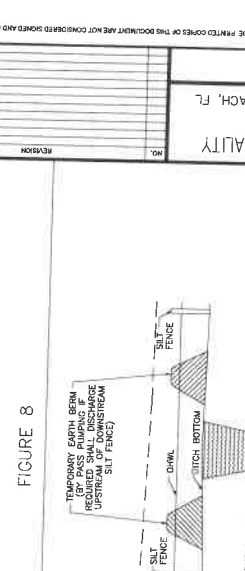


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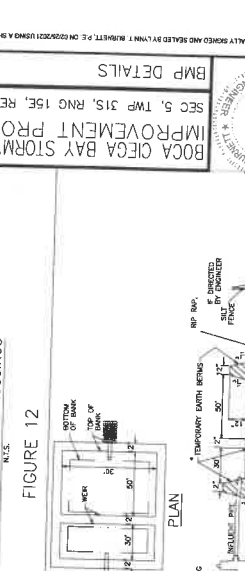


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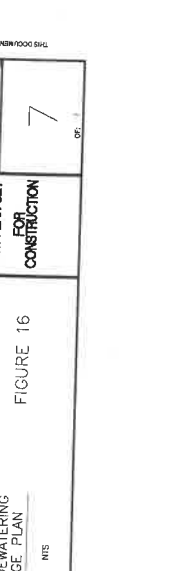


FIGURE 65



FIGURE 66

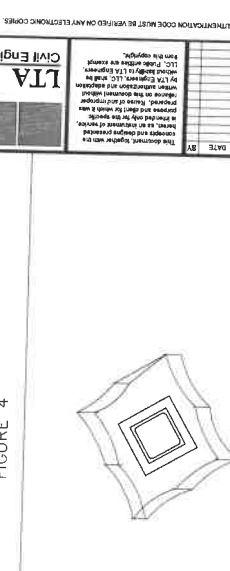


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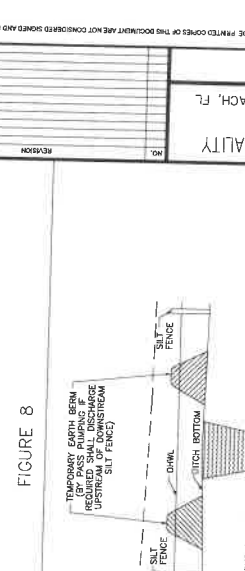


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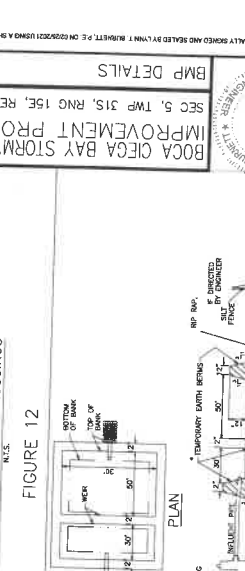


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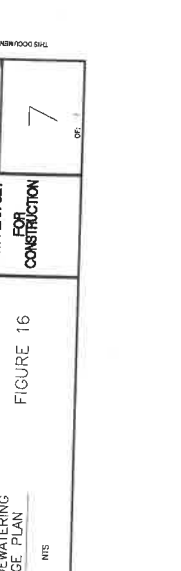


FIGURE 70



FIGURE 71

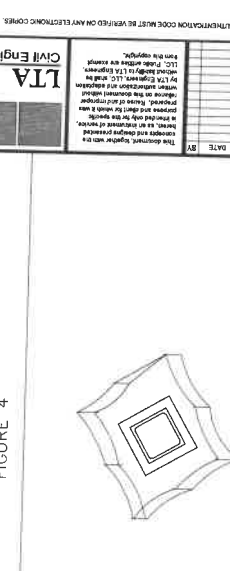


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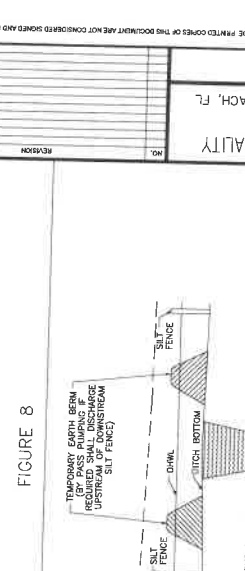


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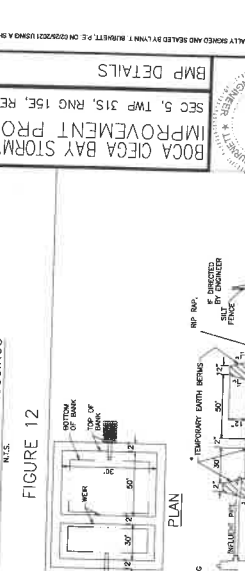


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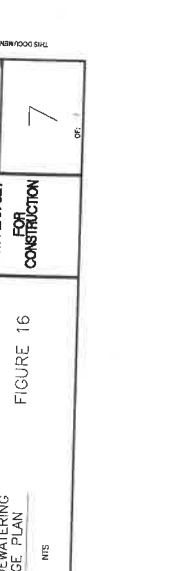


FIGURE 75



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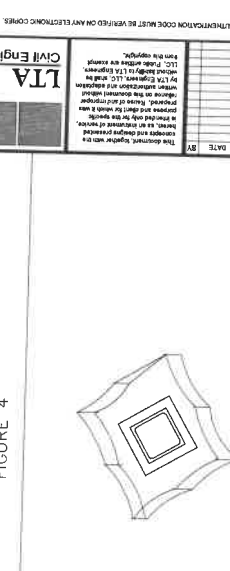


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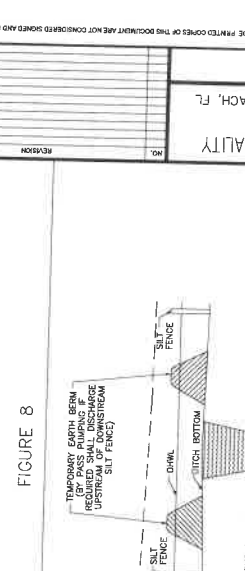


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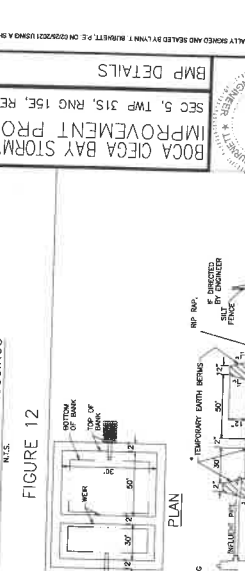


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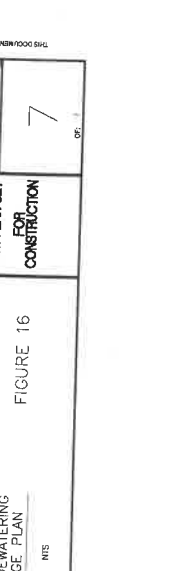


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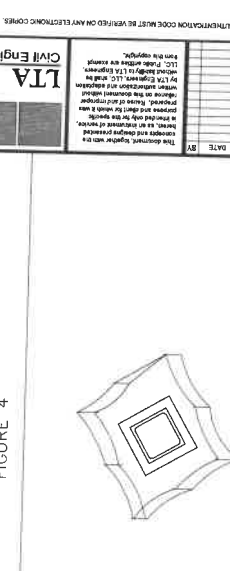


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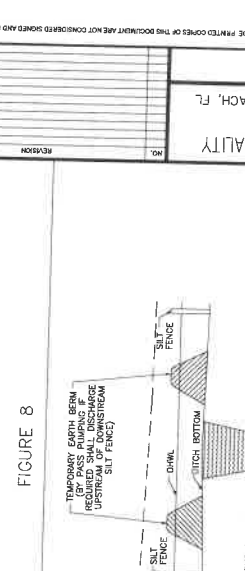


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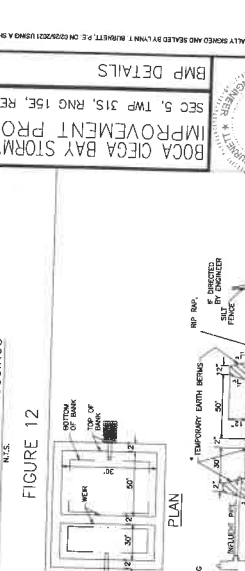


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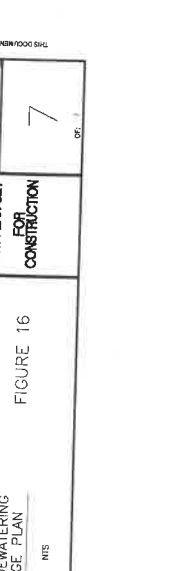


FIGURE 85



FIGURE 86

**W220 Boca Ciega Bay
Stormwater Quality Improvement Project
Town of Redington Beach**

Pinellas County, Florida
LTA File No: 450.01.01.20

PROPOSAL AND BID FORM

This is the Proposal of _____. The undersigned, having familiarized himself with the existing conditions on the project area affecting the cost of the work and, with the Contract Documents as prepared by LTA Engineers, LLC, and on file in the office of the Owner, hereby proposes to furnish all supervision, technical personnel, labor, equipment, materials, utility and transportation services required to construct and complete W220 Boca Ciega Bay Stormwater Improvements, LTA File No. 450.01.01.20, all in accordance with the Contract Documents at and for the unit or lump sum prices for work in place in accordance with the following items and quantities:

Boca Ciega Bay Stormwater Improvements

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
A.	<u>CLEARING AND EARTHWORK</u>				
1	Removal of unsuitable materials	0	CY		
2	Provide gravel filter bags at inlets	13	EA		
3	Sod Miscellaneous Restoration	0	SF		
4	Maintenance of Traffic	1	LS		
5	Remove and replace Existing Driveway Aprons with Pervious Concrete as shown on plans	150	SY		
6	Remove and Dispose of Trees	0	EA		
7	Roadway cut and repair	0	SY		
8	Mill and resurface roadway crossing	0	SY		
<u>Sub-Total Clearing and Earthwork</u>					

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
----------	-------------	--------------------	------	------------	-------

B. STORMWATER

1	Furnish and install new FDOT Type C inlet	0	EA		
2	Construct infiltration trench. Includes: installation labor only - No. 57 stone	756	SY		
3	H.D. Infiltration Trench Materials - #57 Stone	507	CY		
4	Mirafi Fabric (Materials only)	1,792	SY		
5	True Grid or equivalent (Materials only)	756	SY		
6	Furnish and Install Paspalum sod	681	SY		
7	Furnish and Install No. 89 Stone	75	SY		
8	Furnish and install C-900 12" Pipe	0	LF		
9	Furnish and install new 8" ADS Sock drain Pipe	120	LF		
10	Core Bore Existing Inlets and make pipe connections	12	EA		
11	Install WaStop Valves	3	EA		

Sub-Total Stormwater

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
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C. MISCELLANEOUS

1	Construction Stakeout	1	LS		
2	As-Built Survey	1	LS		
3	Testing	1	LS		
4	Mobilization	1	LS		
5	Project Signage	1	LS		

Sub-Total Miscellaneous

SUMMARY

- A. CLEARING AND EARTHWORK**
- B. STORMWATER**
- C. MISCELLANEOUS**

TOTAL BID PROPOSAL

The Bidder agrees to complete the various elements of work within the time schedules as follows upon written notice to proceed with a given work element:

Total Calendar Days

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the date of signature on this Bid Proposal.

If written notice of acceptance of proposal is mailed, telegraphed or delivered to the Bidder within 60 days after date of signature on the Bid Proposal, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the contract as accepted and that he will give bond as specified with good and sufficient sureties, all within ten days after the prescribed forms are presented to him for signature.

The Bidder declares that he understands that the quantities shown on the estimates are approximate only and are subject to either increase or decrease and that should quantities of any of the items or work be increased, the undersigned proposes to do the additional work at the unit prices set out herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities installed at the unit bid prices and will make no claim for anticipated profits for any decrease in the quantities.

Notice of said award should be mailed, emailed or delivered to the undersigned at the following address:

Acknowledgement is hereby made receipt of the following addenda, if any:

No.	Dated
No.	Dated

Name (Type) _____

Proposal Provided By: _____
Name, Title

Address (Type) City, State, Zip Code

Email Address: _____

CORPORATE SEAL (If a Corporation)

Signature _____ Date

Phone Contact: _____



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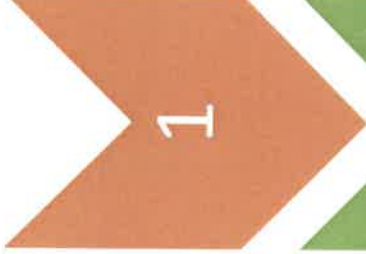


Town of Redington Beach Presentation of Audit Results to Board of Commissioners

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

Presentation Agenda

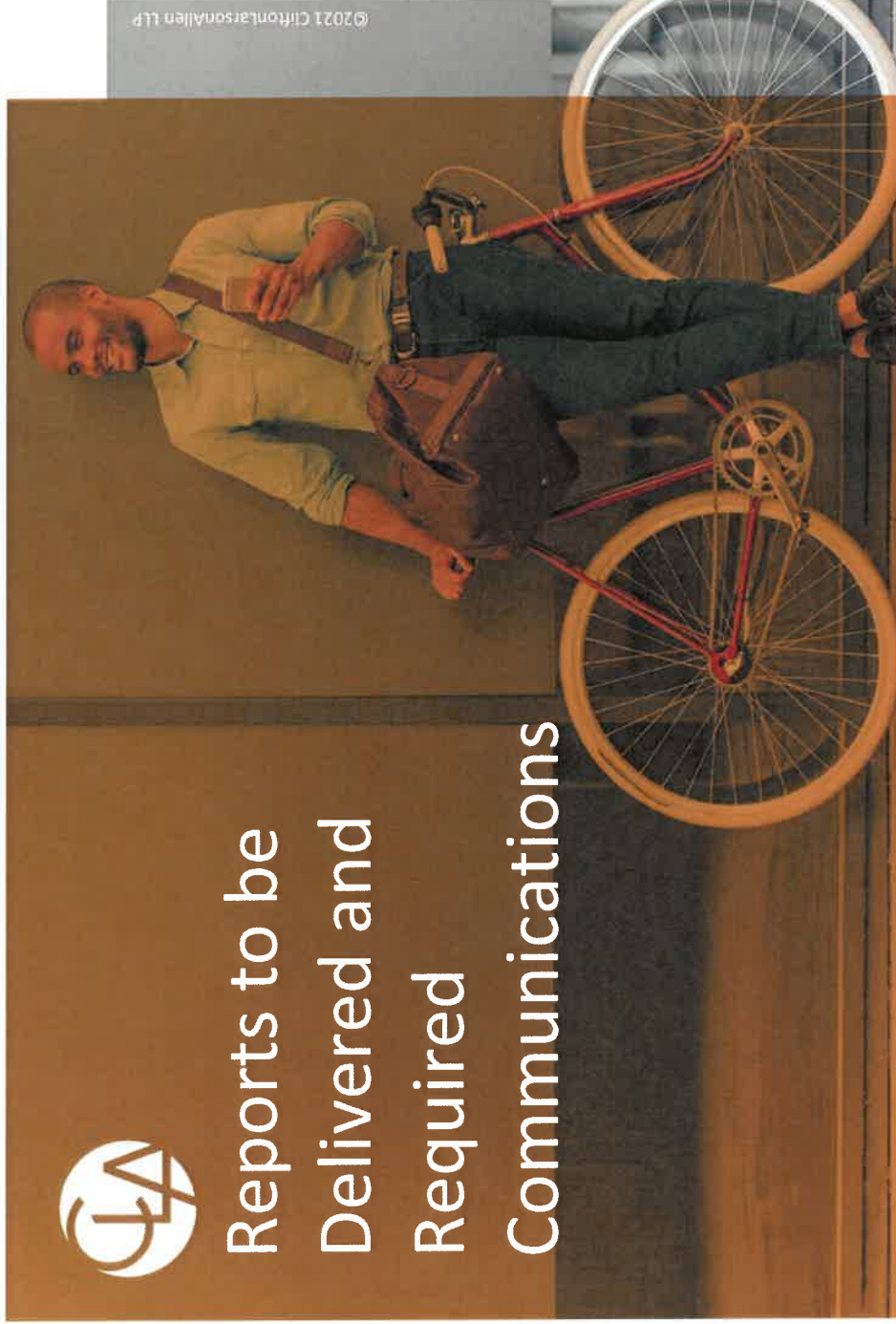
- 
- Reports to be Delivered and Required Communications

- 
- Financial Statement Overview





Reports to be Delivered and Required Communications



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Reports to be Delivered

Independent
Auditors'
Report

Internal Control
Report

Management
Letter

Examination
Report

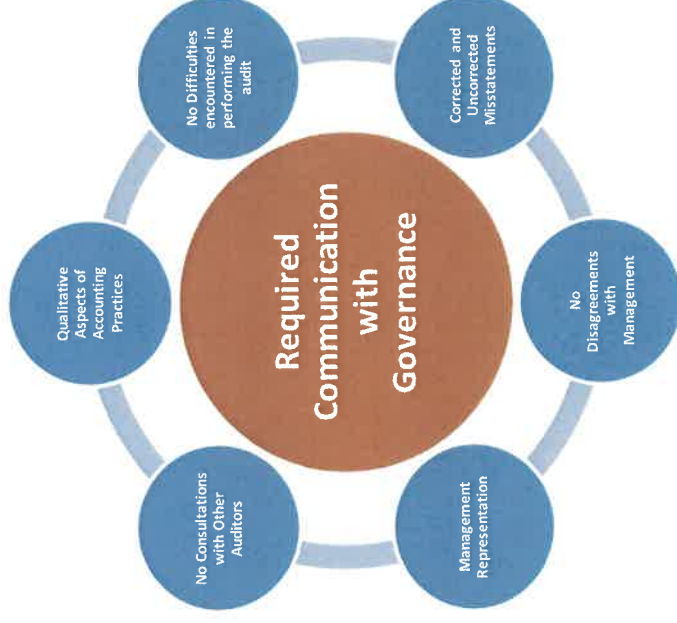
Governance
Communication



Create Opportunities

4

Required Communications





Financial Statement Overview

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING
Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC registered investment advisor.

CY to PY Larger Variances - Revenues

Financial Statement Line Item	2020 Balance	2019 Balance	Difference
Grants and Contributions	\$86,758	\$1,016,074	\$(929,316)
Property Taxes	\$908,023	\$837,616	\$70,707

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Create Opportunities

CY to PY Larger Variances - Expenses

Financial Statement Line Item	2020 Balance	2019 Balance	Difference
General Government	\$392,880	\$376,490	\$16,390
Physical Environment	\$82,473	\$928,396	\$(845,923)



Thank you for being a part of the CLA Family.

Brian Quinlin, CPA
Director

brian.quinlin@CLAconnect.com
863-385-1577



CLAconnect.com



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

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ERICA F. AUGELLO, B.C.S.*
RANDY MORA, B.C.S.*
ROBERT M. ESCHENFELDER, B.C.S.*
NANCY S. MEYER
DAVID E. PLATTE
JEREMY SIMON

** Board Certified by the Florida Bar in
City, County and Local Government Law*

MEMORANDUM

DATE: November **, 2020

TO: Mayor James "Nick" Simons
Vice Mayor David Will
Commissioner Fred Steiermann
Commissioner Tom Dorgan
Commissioner Tim Kornijtschuk

FROM: Jay Daigneault, Esq., Town Attorney

RE: Redington Beach Code Revision Project: Chapter 13 (Parks & Recreation)

Dear Mayor, Vice Mayor, and Commissioners:

As you will recall, the Town Commission assigned the Town Attorney's Office to conduct a "top to bottom" review of the Town Code (minus the Land Development Code) with the goal of modernizing the Code and ensuring it was up to date and contained all necessary and desirable terms so as to be in the best interests of the Town and its residents.

The Town has codified its ordinances over time into a Town Code (the Code) which sets forth the cumulative law of the Town. The Town Commission regularly adopts ordinances amending the Code. However, many portions of the Code existing prior to this update assignment date back to 1980, with other portions of the Code not having been updated for ten or more years. Since part of the Commission's duties include the necessity to ensure that the Town's ordinances, as codified in the Code, are up to date, reflect current Florida and federal statutory and case law, that they reflect current actual Town operations, and that they do not contain outdated, redundant or erroneous provisions, it made this review and update assignment.

As you know, in processing the assignment, I am delivering it to the Commission in segments as this will be easier for both Commissioners and interested citizens to focus on with respect to what changes are being recommended.

This submission addresses Chapter 13 of the Code which concerns parks and recreation facilities and activities within the Town.

Below are the revisions I am recommending for consideration by the Board of Commissioners:

Revisions to Chapter Thirteen

With that overview, in the attached draft ordinance, I am recommending:

- Revisions to sec. 13-1 to remove reference to the Town's authority to directly assess for damaged property, since Florida law would require the Town to file a civil action against a party who damaged park plantings or vegetation, irrigation systems or utility systems.
- Revisions to secs. 13-1 through 13-4 to remove duplicative enforcement provisions.
- Provide subsection formatting to secs. 13-2 through 13-4 to make the chapter's outline consistent.
- Creation of a new sec. 13-5 to create prohibitions on use of vehicles or skateboards in certain park areas.
- Creation of a new sec. 13-6 to confirm vending in parks is not permitted unless the Town has granted a concession agreement for such activity.
- Creation of a new sec. 13-19 to address enforcement all in one section and to provide for enforcement via citation and civil action.
- Revisions to sec. 13-26 to make the section read more clearly, to confirm the parks advisory board will follow Robert's Rules when conducting their meetings, and providing for the duties of the chair and vice chair.
- Revisions to sec. 13-27 to establish no term limits for members or officers but to encourage rotation of chair role where possible, to allow the parks board to remove a poor-performing chair or vice chair mid-term, and to more thoroughly establish the members hold no property interest in their appointments and serve at the commission's pleasure.
- Revisions to sec. 13-28 to require members to be familiar with the Town's parks code as well as the various ethics, records and sunshine rules applicable to advisory boards, and to further elaborate on the collective advisory role of the board and confirm individual members may not act or speak for the whole board.

I emphasize that some of the new provisions in this draft ordinance are centered around policy choices, not legal mandates. I have included them after having conducted a comprehensive review of the parks and recreation codes of other Florida municipalities which appear to be "best practices" or otherwise worthy of consideration by the Board of Commissioners. Therefore, any such provisions which, upon consideration, the Commission does not desire to retain in the draft may easily be removed before the ordinance reaches final adoption.

As always, please do not hesitate to contact me should you have questions or concerns regarding this matter in advance of the public hearing on the ordinance.

/s/ Jay Daigneault, Esq.
Town Attorney

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING ARTICLES I AND II OF CHAPTER 13 (PARKS AND RECREATION) OF THE TOWN CODE TO REMOVE OUTDATED, PREEMPTED OR UNENFORCABLE PROVISIONS AND TO INCORPORATE CURRENT STATE AND FEDERAL LAW REQUIREMENTS; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach (the Town) has codified its ordinances over time into a Town Code (the Code) which sets forth the cumulative law of the Town; and

WHEREAS, the Town Board of Commissioners (the Commission) regularly adopts ordinances amending the Code; and

WHEREAS, however, many portions of the Code date back to 1980, with other portions of the Code not having been updated for ten or more years; and

WHEREAS, part of the Commission's duties include the necessity to ensure that the Town's ordinances, as codified in the Code, are up to date, reflect current Florida and federal statutory and case law, that they reflect current actual Town operations, and that they do not contain outdated, redundant or erroneous provisions; and

WHEREAS, in light of the foregoing, the Commission has charged the Town Attorney with the task of conducting a complete review of the Town's Code (excluding the Land Development Code) and to bring forward any recommended revisions to the Code which would alleviate any of the aforementioned potential concerns with the Code's current text; and

WHEREAS, the Town Attorney has submitted his assessment of Chapter 13 of the Code concerning parks and recreation, and has recommended that the Commission make the revisions to that Chapter as are set forth in this Ordinance; and

WHEREAS, the Commission has considered the Town Attorney's recommendations and finds them to be consistent with the goals of the Commission; and

WHEREAS, the Commission therefore finds that it is in the best interests of the Town, and its citizens, property owners and businesses to adopt this Ordinance.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of the Town of Redington Beach, Florida, that:

Section 1. Articles I and II of Chapter 13 (Parks and Recreation) of the Redington Beach Town Code is hereby amended to read as follows:

Chapter 13 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

Sec. 13-1. - Off-loading material, mooring watercraft or driving off pavement on 161st Avenue Causeway.

- (a) It shall be unlawful for any person to off-load any material onto the 161st Avenue Causeway, an area 20 feet north and 19 feet south of the pavement, having an east-west length of 862 feet, designated as commencing east from Gulf Boulevard 1,089 feet, more or less, and west from Boca Ciega Bay 1,359 feet, more or less, or onto any other town-owned property within the legal bounds; or to moor any watercraft within 50 feet of the 161st Avenue Causeway Park seawall.
- (b) No person shall drive a motor vehicle off the pavement onto the 161st Avenue Causeway Park, or stop or park a vehicle on the park grounds as described in subsection (a) of this section.
- ~~(c) Upon conviction, the fine and penalties for a violation of the off-loading, mooring, stopping or parking prohibitions as set forth in this section shall be up to \$500.00 per day and for each succeeding day thereafter. Further, any damage to the park, plantings or vegetation, irrigation system or the park's public utility system as a result of the violation will result in further assessments and fines for the costs of the repair and replacement of the damaged property.~~

Sec. 13-2. - Friendship Park—Hours of operation; preservation of property and penalties for offenses.

- ~~(a) Except as provided for in § 11-20 (concerning sleeping on public lands), t~~The park area of Friendship Park shall be open to the public every day of the year during the daylight hours. Friendship Park shall be closed at dark (defined as Daylight Savings Time) and open at 7:00 a.m. No person shall be on or in any area of Friendship park, between such hours, unless such person has obtained a permit for usage of said area from the town clerk.
- (b) No person shall mark, deface, or injure in any way, or displace, remove or tamper with, any park building material, water lines or other public utilities or park signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, or outer boundary markers, or other structures, or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
- (c) No person shall move or remove from the park area any sand, whether submerged or not, or any soil, rock, stones, trees, shrubs, plants, seeds, flowers, fruits, down timber or other wood or materials, or make any search, excavation by tool, equipment, blasting, or other means or agency, or construct or erect any buildings or structures of whatever kind whether permanent or temporary in character, or run or string any public service utility into, upon or across such land, except on special written permit by the town clerk.

~~It shall be illegal for any person to be on or in said park during the above designated hours. A person found violating this section is subject to prosecution under chapter 2, administration, article~~

~~III, Code Enforcement of the Redington Beach Code of Ordinances and may be prosecuted as authorized by law.~~

Sec. 13-3. - Town Park—Hours of operation; preservation of property and penalties for offenses.

(a) ~~Except as provided for in § 11-20 (concerning sleeping on public lands),~~ The park area of Town Park shall be open to the public every day of the year during daylight hours. Town Park shall be closed at 10:00 p.m. and open at 7:00 a.m. No person shall be on or in any area of Town Park, between the closed hours, unless such person has obtained a permit for usage of said area from the town clerk.

(b) No person shall mark, deface, or injure in any way, or displace, remove, or tamper with, any water lines or other public utilities, park signs, playground equipment, notices or placards, whether temporary or permanent, monuments, stakes, posts, or outer boundary markers, or other structures, or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

(c) No person shall move or remove from the park area any sand, whether submerged or not, or any soil, rock, stones, trees, shrubs, plants, equipment, timber, wood or materials, or make any search, excavation by tool, equipment, blasting, or other means or agency, or construct or erect any buildings or structures of whatever kind whether permanent or temporary in character, or run or string any public service utility into or across such land, except on special written permit by the town clerk.

~~It shall be illegal for any person to be on or in said park during the above designated closed hours. A person found violating this section is subject to prosecution under chapter 2, administration, article III, Code Enforcement of the Redington Beach Code of Ordinances and may be prosecuted as authorized by law.~~

Sec. 13-4. - Beach Park—Hours of operation; preservation of property and penalties for offenses.

(a) The parking area of Beach Park shall be open to citizens with appropriate parking permit decals every day of the year from 6:00 a.m. to midnight. Beach Park shall be closed at midnight (defined as Daylight Savings Time) and open at 6:00 a.m. No person shall be on or in any area of Beach Park, between such hours and there shall be no parking, unless such person has obtained a permit for usage of said area from the town clerk.

(b) No person shall mark, deface, or injure in any way, or displace, remove or tamper with, any park building material, water lines or other public utilities or park signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, or outer boundary markers, or other structures, or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

(c) No person shall move or remove from the park area any sand, whether submerged or not, or any soil, rock, stones, trees, shrubs, plants, seeds, flowers, fruits, down timber or other wood or materials, or make any search, excavation by tool, equipment, blasting, or other means or

agency, or construct or erect any buildings or structures of whatever kind whether permanent or temporary in character, or run or string any public service utility into, upon or across such land, except on special written permit by the town clerk.

It shall be illegal for any person to be on or in said park during the above designated hours. A person found violating this section is subject to prosecution under chapter 2, administration, article III, Code Enforcement of the Redington Beach Code of Ordinances and may be prosecuted as otherwise authorized by law. Prosecution for the municipal ordinance violation does not preclude the enforcement of any other state statute, whether civil or criminal in nature.

Sec. 13-5. – Vehicle and skateboard use.

- (a) No person shall use or operate skateboards, hoverboards, or other similar devices, whether manually operated or powered by battery, on or within any area of the town's parks.
- (b) No motorized vehicles of any kind, other than personal mobility devices as defined by state law, shall be operated on or in any town park except those areas designated, constructed and maintained as vehicle parking areas.

Sec. 13-6. – Vending in parks.

No person, persons, organization or firm, other than the town or concessionaires acting by and under the authority of the town, shall expose or offer for sale, rent or trade any article or thing, or station or place any stand, cart, table, tent or vehicle for the transportation, sale or display of any article or merchandise within any town park. Nothing contained herein shall restrict freedom of speech exercised by any person without the use of tables, chairs, or signs erected or placed upon the ground, or other objects, stands, carts, vehicles or similar items.

Secs. 13-7—13-18. – Reserved.

Sec. 13-19. – Enforcement of article.

- (a) Violations of this article I shall be enforced by issuance of a citation pursuant to division 2 of article III of chapter 2 of this code.
- (b) In the event a violation of this article I has resulted in damage to any Town property, including damage to vegetation, structures, signs, monuments, markers, irrigation systems, lighting, or environmental contamination, the town may seek all available remedies by way of civil action under division 3 of article III of chapter 2 of the code, as well as any other available civil or criminal remedy.

ARTICLE II. - PARKS AND RECREATION BOARD

Sec. 13-26. - Created; composition; rules of procedure.

- (a) ~~A~~The board of commissioners hereby creates a parks and recreation board is hereby created. It shall be appointed by the board of commissioners and consisting of five regular members and one alternate member who may vote in the event of a temporary absence or disability of any regular member to be appointed by the board of commissioners. Such members shall be qualified electors of the town.
- (b) The parks and recreation board shall periodically select from among its regular members a chair and a vice chair, and shall follow Roberts Rules of Order in the conduct of its meetings. The chair (or the vice chair in the chair's absence), shall preside over the meetings, move the agenda, and rule on parliamentary matters subject to the vote of the full board, but shall have no other powers. The alternate member shall be entitled to attend all meetings and to participate in any discussions, but shall not vote unless serving for an absent regular member. ~~Alternate member. One alternate member may be appointed to the park and recreation board. An alternate member may act in the temporary absence or disability of any regular park board member. The term of an alternate member shall be two years from his/her date of appointment.~~

Sec. 13-27. - Term of office; removal of members.

- (a) The term of all regular and alternate mMembers of the parks and recreation board shall be appointed for terms of two years.
- (b) The terms of the chair and vice chair shall be for one year.
- (c) There shall be no term limits for regular and alternate members. There shall be no term limits for the chair and vice chair, however the parks and recreation board is encouraged to permit regular members who have not had the opportunity to serve in those offices to do so if such members are nominated and willing to do so.
- (d) The members of the parks and recreation board may be removed at the pleasure of the board of commissioners and shall not be considered to hold any property interest in their appointments.
- (e) The parks and recreation board is authorized to remove a chair or vice chair from that office. Such removal, however, shall not constitute removal from the board.

Sec. 13-28. — Duties; limitations on authority.

- (a) ~~The following, in general, are the duties assigned to the parks and recreation board shall:~~
 - (1) ~~To~~Periodically hold meetings called by the chairman to deal with park matters.
 - (2) ~~To~~Be familiar with and follow the town's parks and recreation code and adopted parks budget, and to follow all applicable portions of division 2 of article 1 of chapter 2 of the

code concerning advisory boards elect annually, at the first annual meeting, a chairman who will serve for a period of one year.

- (3) Advise the town in the To planning, development and maintenance of public park properties in conjunction with town staff and the board of commissionersemployees.
 - (4) ATo assist the board of commissioners in the preparation of the annual parks and recreation budget.
 - (5) To carry out such further attendant responsibilities specifically requested or authorized by the board of commissioners.
- (b) In addition to these duties, members are required to become familiar with and faithfully comply with Florida's public records, ethics and sunshine regulations as they apply to advisory boards.
- (c) While the parks and recreation board is, as a body, authorized and encouraged to make policy or financial recommendations to the board of commissioners, including recommendations which may be inconsistent with current town policy or strategy, it may only do so by way of a majority vote. Individual members are not authorized to speak for the parks and recreation board nor the board of commissioners, and shall at all times act in a manner which is consistent with the adopted policies and budgets of the board of commissioners.

Section 2. For purposes of codification of any existing section of the Redington Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the ____ day of _____, 2020, by the
Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the ____ day of _____,
2020, by the Board of Commissioners of the Town of Redington Beach, Florida.

James Simons, Mayor

Attest:

Missy Clarke, CMC, Town Clerk

Approved as to form:

Jay Daigneault, Town Attorney



THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT, B.C.S.*
ERICA F. AUGELLO, B.C.S.*
RANDY MORA, B.C.S.*
ROBERT M. ESCHENFELDER, B.C.S.*
NANCY S. MEYER
DAVID E. PLATTE
JEREMY SIMON

** Board Certified by the Florida Bar in
City, County and Local Government Law*

MEMORANDUM

DATE: December **, 2020

TO: Mayor James "Nick" Simons
Vice Mayor David Will
Commissioner Fred Steiermann
Commissioner Tom Dorgan
Commissioner Tim Kornijtschuk

FROM: Jay Daigneault, Esq., Town Attorney

RE: Redington Beach Code Revision Project: Chapter 21 (Traffic, Vehicles and Parking)

Dear Mayor, Vice Mayor, and Commissioners:

As you will recall, the Town Commission assigned the Town Attorney's Office to conduct a "top to bottom" review of the Town Code (minus the Land Development Code) with the goal of modernizing the Code and ensuring it was up to date and contained all necessary and desirable terms so as to be in the best interests of the Town and its residents.

The Town has codified its ordinances over time into a Town Code (the Code) which sets forth the cumulative law of the Town. The Town Commission regularly adopts ordinances amending the Code. However, many portions of the Code existing prior to this update assignment date back to 1980, with other portions of the Code not having been updated for ten or more years. Since part of the Commission's duties include the necessity to ensure that the Town's ordinances, as codified in the Code, are up to date, reflect current Florida and federal statutory and case law, that they reflect current actual Town operations, and that they do not contain outdated, redundant or erroneous provisions, it made this review and update assignment.

As you know, in processing the assignment, I am delivering it to the Commission in segments as this will be easier for both Commissioners and interested citizens to focus on with respect to what changes are being recommended.

This submission addresses Chapter 21 of the Code which concerns traffic, vehicles and parking within the Town.

Initial Note on Commercial Vehicle Parking

Currently, Code § 21-49 prohibits “commercial vehicles” from being parked on private property in the Town unless it is parked in an enclosed garage and is owned and used by a permanent resident of the property. Code § 21-49(a)(1) defines “commercial vehicle” in part by how it is used. Unfortunately this provision, last revised in 2004, is constitutionally questionable.

In perhaps the leading case on municipal parking regulations, the court in ***Kuvin v. City of Coral Gables*, 62 So.3d 625 (Fla. 3rd DCA 2010)** addressed the constitutional (and administrative) weaknesses with fashioning parking regulations as to how a vehicle is used vs. its type or size:

To base the constitutionality of the ordinances solely on whether a person uses his vehicle for personal or commercial purposes would create an irrational classification, lead to absurd results, and be impractical, if not impossible, to enforce. The “personal use” classification or exception is irrational because trailers may be used solely for personal use, as may recreational vehicles. *** [Additionally, a “personal use classification/exception would be impractical to enforce because it is not always obvious how the vehicle's owner uses the vehicle, and in many cases, its owner may use the vehicle for both commercial and personal purposes.

***Kuvin*, at 635** (upholding pickup truck parking regulations which did not distinguish between commercial use and personal use). See also, ***City of Coral Gables v. Wood*, 305 So.2d 26 (Fla. 3rd DCA 1974)**, where the court upheld an ordinance which prohibited campers, house trailers, and any other vehicle or part of a vehicle designed or adaptable for human habitation, from being parked or kept on public or private property in Coral Gables unless enclosed in a garage, where the regulations applied *regardless of its use or ownership*.

In light of these authorities, I am recommending that the current code be revised to remove distinctions tied to a vehicle's use or ownership, retaining only distinctions on a vehicle's size, configuration, location and other relevant permissible characteristics.

Below are the revisions I am recommending for consideration by the Board of Commissioners:

Revisions to Chapter Twenty-One

With that overview, in the attached draft ordinance, I am recommending:

- Create sec. 21.1 to locate all definitions used in the chapter, and revising all definitions to track statutory definitions where relevant
- Revision to sec. 21-2 to provide for the statutory requirements applicable to speed limit signs
- Revise sec. 21-4(b) to clarify regulations concerning parking on culs-de-sac and wrong way driving
- Create sec. 21-30 to expressly prohibit those activities for which existing sec. 21-31 establishes fines
- Revise sec. 21-31 (fines) to incorporate reference to Florida Statutes Chapter 318, which establishes statutory fines for certain prohibited actions

- Revise sec. 21-33(a)(2) by removal of a reference to “subsection (4)” inasmuch as the current section 21-33 has no such subsection
- Revise sec. 21-33(c) to correct a misspelling
- Substantial revision to sec. 21-46 to align the code’s regulation of recreational vehicles with the caselaw reviewed in this memo and to otherwise make it easier to read and understand
- Revise sec. 21-47 (boats and boat trailers) to clarify its applicability and the actions which are prohibited
- Substantial revision to sec. 21-49 concerning commercial motor vehicles to improve the regulatory justification for the section, to clarify when exceptions apply, to clarify the party responsible for compliance, and to align the section with the caselaw reviewed in this memo and the exceptions language provided in sec. 21-47
- Repeal sec. 21.50 (construction equipment) as it is duplicative of the provisions of sec. 21-49
- Creation of new Art. III to create a regulatory scheme for the Town to tow unlawfully parked vehicles from public lots or properties in a manner consistent with the applicable Florida statutes on the topic
- Revise chapter 21 throughout by converting vehicle to “motor vehicle” to bring consistency to the chapter and align with the state statutory definition
- Revise chapter 21 throughout to remove outdated references to “police officers”

I emphasize that some of the new provisions in this draft ordinance are centered around policy choices, not legal mandates. I have included them after having conducted a comprehensive review of the parks and recreation codes of other Florida municipalities which appear to be “best practices” or otherwise worthy of consideration by the Board of Commissioners. Therefore, any such provisions which, upon consideration, the Commission does not desire to retain in the draft may easily be removed before the ordinance reaches final adoption.

As always, please do not hesitate to contact me should you have questions or concerns regarding this matter in advance of the public hearing on the ordinance.

/s/ Jay Daigneault, Esq.
Town Attorney

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING CHAPTER 21 (TRAFFIC, VEHICLES AND PARKING) OF THE TOWN CODE TO REMOVE OUTDATED, PREEMPTED OR UNENFORCABLE PROVISIONS AND TO INCORPORATE CURRENT STATE AND FEDERAL LAW REQUIREMENTS; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach (the Town) has codified its ordinances over time into a Town Code (the Code) which sets forth the cumulative law of the Town; and

WHEREAS, the Town Board of Commissioners (the Commission) regularly adopts ordinances amending the Code; and

WHEREAS, however, many portions of the Code date back to 1980, with other portions of the Code not having been updated for ten or more years; and

WHEREAS, part of the Commission's duties include the necessity to ensure that the Town's ordinances, as codified in the Code, are up to date, reflect current Florida and federal statutory and case law, that they reflect current actual Town operations, and that they do not contain outdated, redundant or erroneous provisions; and

WHEREAS, in light of the foregoing, the Commission has charged the Town Attorney with the task of conducting a complete review of the Town's Code (excluding the Land Development Code) and to bring forward any recommended revisions to the Code which would alleviate any of the aforementioned potential concerns with the Code's current text; and

WHEREAS, the Town Attorney has submitted his assessment of Chapter 21 of the Code concerning traffic, vehicles and parking, and has recommended that the Commission make the revisions to that Chapter as are set forth in this Ordinance; and

WHEREAS, the Commission has considered the Town Attorney's recommendations and finds them to be consistent with the goals of the Commission; and

WHEREAS, the Commission therefore finds that it is in the best interests of the Town, and its citizens, property owners and businesses to adopt this Ordinance.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of the Town of Redington Beach, Florida, that:

Section 1. Chapter 21 (Traffic, Vehicles and Parking) of the Redington Beach Town Code is hereby amended to read as follows:

Chapter 21 – TRAFFIC, VEHICLES AND PARKING

ARTICLE I. - IN GENERAL

Sec. 21.1. – Definitions.

Commercial motor vehicle means any self-propelled or towed vehicle used on the public roads and highways in commerce to transport passengers or cargo, if such vehicle:

- (a) Has a gross vehicle weight rating of 10,000 pounds or more;
- (b) Is designed to transport more than 15 passengers, including the driver; or
- (c) Is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.).

The term includes buses, covered farm vehicles, farm labor vehicles, farm tractors, house trailers, maxi-cube vehicles, pole trailers, road tractor, sanitation vehicle, semitrailers, special mobile equipment, tandem trailer trucks, and truck tractors, as those terms are defined in Florida Statutes § 316.003, as well as dump trucks, tow trucks, wreckers, cranes, draglines, earth movers, bulldozers, backhoes, trenchers, and any vehicle serving as a platform for a derrick, hoist, crane, compressor or tank, or to which one or more racks are attached designed to carry pipes, ladders or other construction equipment.

Cul-de-sac means a street closed at one end.

Designated traveled roadway means that portion of a road or street improved, designed, or ordinarily used for vehicular travel and that is open to the use of the public for purposes of motor vehicle traffic, exclusive of the berm or shoulder.

Double park means to park a motor vehicle beside a row of vehicles already parked parallel to the curb, or to park a motor vehicle over the lines separating two designated parking spaces in a parking lot.

Motor vehicle means a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped, as those devices are defined in Florida Statutes § 316.003.

Park or parking means the standing of a motor vehicle, whether occupied or not occupied, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers as may be permitted by this chapter or state law.

Recreational vehicles and equipment means all portable structures built or designed to be carried on a chassis and operated or transported, whether or not self-propelled, including but not

limited to motor homes, campers, travel trailers, recreational vehicles, tent-trailers, pop-up campers, pickup campers, step vans, houseboats, utility trailers and other types of trailers. This definition does not include trucks up to three-quarter-ton-rated capacity which do not exceed 20 feet in length or nine feet in height, and the same or smaller sized automobiles, pickup trucks, station wagons, mini-buses or vans which are used only as private passenger vehicles. These types of vehicles shall be considered passenger vehicles and not as recreational vehicles or equipment even if they have been adapted to facilitate a recreational purpose such as sleeping or cooking.

Stand means the halting of a motor vehicle, whether occupied or not occupied, otherwise than temporarily, for the purpose of, and while actually engaged in, receiving or discharging passengers, as may be permitted by this chapter or state law.

Stop, when related to a prohibited act, means any halting, even momentarily, of a vehicle, whether occupied or not occupied, except when necessary to avoid conflict with other traffic or to comply with the directions of a law enforcement officer or traffic control sign or signal.

SUV means any "sport utility vehicle" as generally used in the English language.

Sec. 21-12. - Placement of traffic control signs and devices.

The public works department shall place all traffic control signs or devices within the corporate limits of the town, excluding State Highway 699, also known as Gulf Boulevard, as approved by the board of commissioners. Pursuant to Florida Statutes § 316.189(3), all speed limit signs posted by the town shall be clearly legible, and placed and so painted as to be plainly visible and legible in daylight or in darkness when illuminated by headlights.

Sec. 21-2. - Reserved.

Sec. 21- 3. - Speed limit.

The maximum speed a person shall drive any motor vehicle within the town, with the exception of State Road 699, otherwise known as Gulf Boulevard, which is governed by state statute, is 25 miles per hour, unless otherwise posted. It is the responsibility of all persons driving motor vehicles to use due care when special hazards exist or may exist with respect to pedestrians, cyclists, children at play or any other hazard where due care is necessary and speed should be reduced.

Sec. 21-4. - Culs-de-sac.

- (a) All traffic within culs-de-sac with center islands shall be one-way around the island and no parking shall be permitted on the designated traveled roadway. The no parking area is defined as anywhere along the designated traveled roadway beginning at the point where the road tangent meets the point of curve thence around the island counterclockwise and ending where the point of curve meets the road tangent.

(b) The owner (the person, firm, or corporation in whose name the vehicle is registered and licensed according to the records of the state Department of Motor Vehicles) of a vehicle parked in violation of subsection (a) above shall be subject to a fine of \$15.00. Penalty. Any person violating this section shall be cited for (1) going the wrong way on a one-way street and/or (2) improper parking and upon conviction shall be punished as follows:

(c) Pursuant to Florida Statutes § 316.088(4), operating a vehicle the wrong way on a one-way street is a noncriminal traffic infraction, punishable as a moving violation as provided in chapter 318.

~~For a violation of the above section the applicable fines set forth in this section shall be imposed:~~

~~(1) Going the wrong way on a one-way street \$25.00~~

~~(2) Parking in a no parking zone 15.00~~

ARTICLE II. - STOPPING, STANDING AND PARKING

DIVISION 1. – GENERALLY

Sec. 21-30. – Certain actions prohibited.

The owner of a motor vehicle shall, regardless of whether the owner was the actual driver, be in violation of this chapter for engaging in, or not preventing a driver of the owner's vehicle from, engaging in the following actions:

- (1) Parking at Beach Park or other designated areas without a current residential decal.
- (2) Double parking.
- (3) Parking in spaces designated for people who have disabilities in violation of Florida Statutes § 316.1955.
- (4) Parking a motor vehicle with its left side to curb, parking parallel in a diagonal space, or parking more than the maximum allowed distance from the curb.
- (5) Leaving a motor vehicle's key or key fob in an unattended vehicle.
- (6) Leaving a motor vehicle unattended with its motor running.

Sec. 21-31. - FinesPenalties.

(a) Unless a different fine is provided for in Florida Statutes chapter 318, fFor a violation of § 21-30stopping, standing or parking prohibitions, the applicable fines set forth in this section shall be imposed:

- (1) Parking at Beach Park or other designated areas without a current residential decal \$ 25.00
- (2) Double parking \$15.00
- (3) Parking in spaces designated for people who have disabilities in violation of Florida Statutes § 316.1955 ~~handicapped parking only without a permit~~ \$100.00
- (4) ~~Pl~~Improper parking a motor vehicle with its ~~, which includes but is not limited to taking two parking spaces, left side to curb, parking parallel in a diagonal space, or parking more than the maximum allowed distance from the curb~~ \$15.00
- (5) Key or key fob s-left in unattended vehicle ~~ignition~~ \$15.00
- (6) Motor running in unattended vehicle ~~with no attendant~~ \$15.00
- (7) Parking in no parking zone, includes but is not limited to parking at or near fire hydrant, parking in reserved space, parking on sidewalk, parking on or near intersection, blocking a driveway, parking in loading zone, or parking over curb in park \$15.00
- (b) Unless a different fine is provided for in article III of this chapter, the fine for a
- (8) ~~Any other violation listed in §section 21-32 is~~..... \$15.00

Sec. 21-32. - Stopping, standing or parking prohibited in certain places.

Except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a law enforcement officer or official traffic control sign or signal ~~device~~, no person shall:

- (1) Stop, stand or park a motor vehicle:
 - a. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
 - b. On a sidewalk.
 - c. Within an intersection.
 - d. On a crosswalk.
 - e. Between a safety zone and the adjacent curb, or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the town indicates a different length by signs or markings.
 - f. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
 - g. Upon any bridge or other elevated structure upon a highway, road or street.
 - h. At any place where official signs prohibit stopping.
 - i. In any area containing the raised or painted traffic separator or median.
 - j. On or across any grass portion of any swale or swale area on town right-of-way.
- (2) Stand or park a motor vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:

- a. In front of a public or private driveway.
- b. Within 15 feet of a fire hydrant.
- c. Within 20 feet of a crosswalk at an intersection.
- d. Within 30 feet upon the approach to any flashing signal, stop sign or traffic control signal located at the side of a roadway.
- e. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance, when properly signposted.
- f. At any place where official signs prohibit parking or standing.

(3) Park a motor vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers, at any place where official signs prohibit parking.

(4) No person shall stop, stand, drive or park a motor vehicle on or across any grass portion of any swale or swale area. On all roads that have swales, parking shall be allowed only on the driveway apron, on the roadway or on private property. Parking on the roadway shall be allowed on the even-numbered address side only.

Sec. 21-33. - Residents-only parking areas.

(a) *Designated areas.*

- (1) 160th Avenue Town Park area. The town commission shall establish a vehicle parking area to be located at the 160th Avenue Town Park area, which vehicle parking area shall be designated by proper signs for use of resident of the town only.
- (2) 155th Avenue—164th Avenue area. It shall be unlawful for motor vehicles to park on the pavement or right-of-way on any street or avenue between 155th Avenue north to 164th Avenue and between Gulf Boulevard and First Street, unless the vehicle displays a valid resident parking permit ~~and except as provided in subsection (4).~~ This area shall be designated by proper signs for use of residents of the town only.
- (3) 161st Avenue. It shall be unlawful for motor vehicles to park on the pavement or right-of-way on 161st Avenue between Gulf Boulevard and 2nd Street East, regardless of whether a resident parking permit is displayed. This area shall be designated by proper signs indicating that parking is prohibited at all times.

(b) *Permit.*

- (1) Residents of the town shall be permitted to park motor vehicles in a parking area designated by this section only when displaying a current resident permit appropriately displayed on the motor vehicle. The permit shall be furnished by the town clerk upon proof of residency and vehicle registration.
- (2) *Visitor parking permits.* Any resident who has obtained from the town clerk a valid beach park resident parking permit as provided in this chapter shall be entitled to receive one visitor parking permit per household.

- (c) *Violations.* No motor vehicle, other than those with the proper resident or temporary parking permit displayed, shall be permitted to park or stand in the designated motor vehicle parking areas. In any prosecution charging a violation of this section, proof that the particular vehicle described in the complaint was parked or left standing in violation of this section, together with proof that the defendant named in the complaint was, at the time of such parking or standing, the registered owner of such vehicle, shall constitute a prima facie presumption that the registered owner of such vehicle was the person who stopped, left standing or operated such vehicle at the point where and for the time during which the violation occurred. A violation of this section shall be punishable by a \$50.00 fine.

DIVISION 2. - PARKING OF RECREATIONAL VEHICLES

Sec. 21-46. - Generally.

(a) ~~Definitions.~~

(1) ~~For purposes of this section:~~

(a) ~~Recreational vehicles and equipment~~ means all portable structures built or designed to be carried on a chassis and operated or transported, whether or not self-propelled, including but not limited to motor homes, campers, travel trailers, recreational vehicles, tent trailers, pop-up campers, pickup campers, step vans, houseboats, utility trailers and other types of trailers. This section shall not restrict the parking of noncommercial van type cars or trucks or pickup trucks which do not exceed 20 feet in length or nine feet in height. These types of vehicles shall be considered as passenger vehicles or station wagons and shall not be considered as recreational equipment even though they have been adapted for sleeping or cooking purposes.

(b) ~~Reserved.~~

(2) ~~Excluded from these definitions are trucks up to three-quarter-ton rated capacity carrying no advertising, and automobiles, station wagons, mini-buses or vans of like size when the vehicles are used only as private passenger vehicles.~~

(ab) Recreational vehicles and trailers ~~p~~Parking restrictions.

(1) ~~Recreational vehicles and trailers.~~

a. It shall be unlawful for any person to place or park any recreational vehicle and equipment upon any residentially zoned lot, piece or parcel of land in the town, or upon any right-of-way or easement within the residentially zoned areas of the town, except that one piece of recreational vehicle and equipment may be temporarily placed upon the driveway of its the owner of the piece of recreational equipment for the sole purpose of loading, unloading or repairing such recreational vehicle and equipment, which and the one piece of recreational equipment shall be allowed to remain in place upon such property only for a period of time as is reasonably necessary to perform the actually loading, unloading or repair such piece of recreational equipment; provided, however, that the time for the loading, unloading or repair of the recreational vehicle and equipment shall not in any event exceed four

days, whether consecutive or not, within any 20-day timeframe. For purposes of enforcement of this section, a day shall be determined by the appropriate authorities of the town to consist of either 24 consecutive hours or any fraction thereof. The mere moving of the recreational vehicle and equipment piece of property during a day shall not reinitiate the computation of a 24-hour period.

- (b)- Such recreational vehicle and equipment, when allowed as provided in this section to be temporarily placed upon the owner's property, shall be maintained in a neat, clean and presentable manner, and the area beneath the equipment shall be kept in a neat condition, and no accumulation of trash shall be allowed under, near or around the recreational equipment.
- (c)- Notwithstanding the provisions contained in subsection (ab)(1)a. of this section, the residents of the town may obtain from the town clerk recreational equipment parking permits for the use of such recreational equipment in excess of four days. These temporary parking permits for recreational equipment shall be issued by the town clerk. The permit for the named person shall not exceed 14 consecutive days in any 12-month period, and the permit shall be displayed so as to be seen from the street.
- (d)- ~~Not~~ It is further provided, notwithstanding any of the provisions contained in subsection (ab)(1)a. of this section, that any resident of the town may park or store such recreational equipment in an enclosed garage or enclosed carport out of view of the general public, provided that such storage complies with all safety, health and fire laws of the state, the county and the town.
- (2) — Reserved.
- (ee) *Exceptions.* This section shall not apply to emergency police, fire or rescue vehicles, ambulances, whether governmentally or privately owned, and emergency service vehicles when such vehicles are so identified, registered and used.
- (fd) *Compliance.* No vehicle, whether in a residential or commercial district, shall be parked intermittently so as to evade the intent of this section, either by the owner of the vehicle or his guest or any other party.
- (ge) *Enforcement.* This section may be enforced by the town's law enforcement or code enforcement officers ~~police~~ without notice in writing.

Sec. 21-47. - Boats and boat trailers.

- (a) It shall be unlawful for any person to place or park, or allow to be placed or parked, more than one boat or one boat trailer, or any combination thereof, upon any residentially zoned lot, piece or parcel of land in the town. Placing or parking boats or boat trailers ~~such equipment~~ upon any right-of-way or easement within the town is expressly prohibited.
- (b) Boats or boat trailers placed or parked upon the owner's property shall be maintained in a neat, clean and presentable manner, and the area beneath the equipment shall be kept in a neat condition, and no accumulation of trash, weeds or overgrown grass shall be allowed under, near or around the equipment.

- (c) ~~It is further provided, notwithstanding any of the provisions contained in subsection (a) of this section, that any person resident of the town may park or store more than one boat or boat trailer if the second boat or boat trailer such equipment is parked or stored completely within an enclosed garage or enclosed carport such that it cannot be out-of-viewed from the public road, rights-of-way, or from neighboring private properties of the general public.~~
- (d) ~~Boat trailers modified such that they cannot be used for any purpose other than for transporting a boat will be regulated by §section 21-46.~~

DIVISION 3. - PARKING OF COMMERCIAL MOTOR VEHICLES AND COMMERCIAL EQUIPMENT

Sec. 21-49. — Parking or storing commercial motor vehicles Generally.

(a) *Definitions.*

(1) — For purposes of this section:

- a. — *Commercial purpose* means a use for compensation including, but not limited to, the transport of persons, animals, commodities, materials, articles of trade, or the performance or tender of services.
- b. — *Commercial vehicle* means a motor vehicle, propelled by other than muscular power, operated or intended to be operated over public streets and highways and used as a means of transporting persons or property and is used for commercial purposes, as defined herein, including a vehicle towed by a motor powered vehicle; or is a truck, pickup truck, trailer, semi-trailer, truck-tractor, or tractor-trailer combination as defined in F.S., Ch. 320; or is a moving van, delivery truck, dump truck, service vehicle, tow truck, wrecker, bus, crane, dragline, earth mover, bulldozer, backhoe, trencher or similar vehicle. The terms also include any vehicle used as a platform for a derrick, hoist, crane, compressor, tank(s), ladder racks or similar equipment or as a means of transporting or storing a commercial vehicle. Automobiles, vans, non-commercial vehicles, non-commercial pickup trucks, including non-commercial SUV's, and other similar vehicles that are designed and used primarily for the transport of people as passengers are specifically excluded from this definition.
- e. — *Commercial equipment* means any commercial vehicle or commercial equipment not contained within the definitions of recreational vehicles and equipment (section 21-46, above) or commercial vehicles (subsection b., above) or the exclusions listed in this section.
- d. — *SUV* means any "sport utility vehicle" as generally used in the English language.
- (b) — *Intent.* It is the intent of this section ~~article~~ to prohibit the storage, parking or maintenance of commercial motor vehicles and ~~commercial~~ equipment in all zoning districts of the town in order to preserve transportation infrastructure, prevent hazardous waste discharges, prevent traffic and safety problems, and to prevent unpleasant smells unsightly appearances in residential areas so as to preserve and enhance the aesthetic value and public safety of the community.
- (be) *Parking/storing prohibited—restrictions.* No person or persons, firm, corporation or agent thereof shall cause or permit a commercial motor vehicle or any piece of commercial

~~equipment, as defined in this section, to be stored, maintained, or parked on any private property in any zoning districts in the town unless said commercial motor vehicle or piece of commercial equipment is owned by the owner of such private property, and is stored, maintained and parked at all times parked on private property completely within an enclosed garage such that it cannot be viewed from the public road, rights-of-way, or from neighboring private properties structure thereby eliminating its visibility from public roads and adjacent parcels of land and is owned and used by a permanent resident of the property.~~

- ~~(cd) Exceptions.~~ This section shall not apply to emergency police, fire or rescue vehicles, ambulances, whether governmentally or privately owned, and emergency service vehicles when such vehicles are so identified, registered and used, ~~nor to, as well as third-party commercial motor vehicles used by vendors for hire and whose services (including the clearing, building or improving of property) have been engaged by and are actively being provided to a private property owner resident, the town, or another governmental agency.~~
- ~~(de) Compliance.~~ ~~Commercial motor vehicles,~~ shall not be parked or moved intermittently so as to evade the intent of this section, either by the owner of the vehicle or his guest or any other party. ~~The owner(s) of private property on which commercial motor vehicles are being parked, maintained or stored in violation of this section shall be responsible for bringing their property into compliance.~~
- ~~(f) Enforcement.~~ This section may be enforced by the police without notice in writing.

Sec. 21-50. -- Construction equipment.

~~It shall be unlawful for any person to store, house, park or otherwise maintain in, on or upon any property situated within the corporate limits of the town construction vehicles and/or equipment such as tractors, bulldozers, cranes and similar construction equipment except when the construction equipment and/or vehicle is being immediately used or utilized for the purpose of clearing, building or improving such property.~~

ARTICLE III. -- TOWING

Sec. 21-60. -- Unlawful parking on public property; towing.

- ~~(a)~~ It shall be unlawful to stop, stand or park an unauthorized motor vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the direction of a law enforcement officer or official traffic-control sign or signal, in any public parking space, lot or parking area, or on town property, during days or hours when such space, lot, area or property is closed to the general public, or where parking has been designated as restricted or prohibited.
- ~~(b)~~ In addition to any other remedy for a violation of this section, law enforcement officers and code enforcement officers are hereby authorized to direct the removal of any motor vehicle stopped, standing or parked in violation of this section if signs have been posted

indicating that the parking space, lot, area or town property is a location from which vehicles will be towed if they are parked illegally.

- (c) As to public parking lots or areas, or other town property where parking is prohibited or restricted, at least one wall or post-mounted sign shall be prominently placed at a clearly visible area of lot, area or property which, at a minimum, contains the following:
 - (1) the words "Tow Away Zone" in letters not less than 4-inches high,
 - (2) the words "Unauthorized vehicles will be towed and impounded at owner's expense" in letters not less than 2-inches high,
 - (3) the name and telephone number of the town-contracted or authorized towing service, and
 - (4) the words Redington Beach Code § 21-60.
- (d) For individually-designated parking spaces, each space designated as no-parking or restricted access parking shall be so posted by the installation of a wall or post-mounted sign at the front of the space to include, at a minimum:
 - (1) the words NO PARKING (including the word "ANYTIME" or words setting forth the days and times when parking is prohibited if less than always), or words stating the category of vehicle or title of authorized user(s) (if the space is designated as restricted access), such as LAW ENFORCEMENT USE ONLY,
 - (2) the words "Unauthorized vehicles will be towed and impounded at owner's expense" in letters not less than 2-inches high, and
 - (3) the words Redington Beach Code § 21-60.
- (e) All letters on parking lot and space signs must be light-reflective with a contrasting background; and, the bottom of the signs must be not less than 3 feet nor more than 6 feet above ground level.
- (f) If the driver or other person in control of a motor vehicle violating this section refuses to move the vehicle upon being instructed to do so, or is not present to receive such instruction, a town code enforcement officer or law enforcement officer is hereby authorized to provide for the removal of such vehicle to the nearest designated garage or place of safety if said vehicle has been parked in the space for a period exceeding twenty-four (24) hours or immediately if the violation is a second or successive violation.
- (g) Pursuant to Florida Statute § 713.78(4)(b), the town code enforcement officer or law enforcement officer causing the removal of an unauthorized, unattended vehicle shall report the same to the Florida Department of Highway Safety and Motor Vehicles within

twenty-four (24) hours of such removal in the manner prescribed by that agency. In addition, the officer causing the removal of said vehicle shall make a prompt, good faith effort to identify and notify the owner of the vehicle of the fact of the removal and of the towing company information or location of the vehicle.

- (h) Neither the town nor any law enforcement agency shall be responsible for the payment of any fees necessary for the release of a stored vehicle. Any cost incurred by the town or a law enforcement agency in the removal and storage of any unattended vehicle shall be paid by the vehicle owner (including lessee), upon presentment of a statement of costs incurred. In addition, pursuant to Florida Statutes § 166.04465(b), the owner of a motor vehicle towed pursuant to this section shall pay to the town an administrative fee of \$30. Upon the owner's/lessee's failure or refusal to pay such costs and fee within thirty (30) days of presentment of a statement, the town or the agency, or both, may avail themselves of any lawful means of enforcing payment, to include suit in a court of competent jurisdiction. The provisions of this subsection shall not apply if the vehicle is determined by a law enforcement agency to have been stolen.
- (i) A vehicle towed and impounded under this section may be released upon: payment of all parking penalties, costs, towing, storage, and administrative fees in accordance with Florida Statutes § 713.78; or upon the posting of a cash or surety bond totaling all applicable amounts owed until the disposition of any hearing held in accordance with Florida Statutes § 713.78. A person who posts a bond under this section and fails to file a complaint within the time period required under Florida Statutes § 713.78 shall have waived his or her right to a hearing and the total amount of the posted bond shall be forfeited to the town.

Section 2. For purposes of codification of any existing section of the Redington Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the ____ day of _____, 2020, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the ____ day of _____, 2020, by the Board of Commissioners of the Town of Redington Beach, Florida.

James Simons, Mayor

Attest:

Missy Clarke, CMC, Town Clerk

Approved as to form:

Jay Daigneault, Town Attorney

Redington Beach- Current

1.1 Vacation Time

All full-time employees of the Town shall be entitled to a vacation consisting of ten (10) working days per year. Employees eligible for ten (10) days' vacation may take ten successive days upon approval of the town clerk and the mayor.

A new employee shall complete six (6) full months of service to be eligible for this benefit. If an employee is discharged or laid off prior to completing her/his indoctrination period, he/she shall be entitled to one day of vacation for each full month of completed service. An employee who resigns prior to completing the indoctrination period shall not be entitled to any of the benefits described in this section. Vacation years start with the first day of employment.

All full time permanent employees of the Town, having occupied such position for a period of twelve (12) consecutive calendar months shall be allowed vacation leave with pay as follows:

1-5 years of service will receive 80 hours (2 weeks)

6-10 years of service will receive 120 hours (3 weeks)

11 + years of service will receive 160 hours (4 weeks)

No annual leave shall be carried over from one year to the next. When a regularly scheduled holiday occurs during the period of an employee's leave, an additional day of vacation shall be granted.

Employees shall not be credited with leave earnings for any month in which they are not in pay status for one-half or more of the work days of the month, i.e. employee on approved leave without pay.

Procedure:

1. An employee who is eligible for vacation may take it at any time agreeable to the employee and town clerk.
2. Vacation pay is distributed on the Wednesday preceding the employee's approved annual leave period.
3. Supervisor shall respond to employee's request for annual leave as soon as possible.
4. In the event of a town emergency, the Board of Commissioners reserve the right to cancel all employee vacations.

North Redington Beach

SECTION 4.

ADOPTED POLICIES

A. ANNUAL LEAVE (VACATION TIME)

Every employee in the Town of North Redington Beach holding a permanent status position shall be allowed annual vacation leave with pay. Such annual leave shall be granted in the manner indicated below after one (1) year of service:

1. Permanent Full-Time Employee

YEARS OF FULL-TIME SERVICE LEAVE HOURS EARNED

1 - 4	80 Hours + 1 Personal Day
5 - 14	120 Hours + 1 Personal Day
15 and over	160 Hours + 1 Personal Day

Vacation time can be accrued to a maximum of 520 hours.

NOTE: Personal Day must be used annually

CHAPTER 8: TIME-OFF BENEFITS

Section 1. Holiday Policy

All holidays are approved annually at the Board of Commissioners December meetings.

An employee who is required to work on a Board of Commissioners approved holiday shall be paid one-and one-half rate of pay plus an additional 8 hours for holiday pay.

To be eligible for holiday pay, an employee must be a full time employee of the Town of Redington Shores.

Section 2. Vacation Time

All full time employees are eligible for vacation leave benefits. Vacation accrual begins on the first day of full time employment. Vacation is accrued according to the schedule in this policy. Vacation can be used after it is earned in 1/2 hour increments. Vacation leave will not be earned during an unpaid leave of absence.

Vacation Accrual Schedule

Each employee shall earn paid annual vacation leave for continuous, uninterrupted compensated services as follows:

1. Date of Hire through the first-year employment anniversary date – (0.77 hours per work week - or 40.04 hours of vacation annually)
2. Start of the second anniversary year through the fifth-year employment anniversary date – (1.54 hours per work week or 80.08 hours of vacation annually)
3. Start of the sixth anniversary year through the eleventh-year employment anniversary date – (2.31 hours per week - 120.12 hours of vacation annually)
4. Start of the twelfth anniversary year through thirty years – (3.1 hours per work week or 161.20 hours of vacation annually)
5. Start of 31st year and up (3.85 hours per work week or 200.20 hours of vacation annually).

Each employee shall not earn paid annual vacation leave for any time worked over the standard forty (40) hour workweek or during periods when that employee is in a non-paid status, such as when the employee is on a leave of absence without pay, on suspension from work without pay, or any other period that the employee is on a non-paid status.

Use of Vacation Leave

The Town of Redington Shores provides paid vacation for employees to take time for rest and recuperation. Employees shall begin accruing vacation leave upon their first day of full time employment but shall not be permitted to use their accrued leave until successfully completing the six month probationary period.

The Town encourages employees to use the available vacation time. If the available vacation is not used by the end of the employee's anniversary date, accrued, unused vacation time, up to a maximum of 10 vacation days may carry over to the employee's next year of employment. On each

employee's anniversary date, unused vacation days in excess of the 10 accrued vacation days eligible to carry forward to the employee's next year of employment, will be forfeited by the employee.

Requests for vacation shall be made in a minimum of ½ hour increments and must be submitted three days in advance of use. In the event of an emergency, the employee's immediate supervisor may issue a written waiver of this requirement. Requests are to be submitted in writing to the immediate supervisor for approval and signed off by the Town Clerk or Mayor Commissioner. The Town reserves the right to cancel any approved leave when it is deemed in the Town's best interest.

Vacation leave will be used in circumstances of employee absences that have exhausted the employee's available sick leave. Once the employee's available sick leave has been exhausted, vacation leave will be used to account for time missed.

Payment for Vacation Leave

Vacation will be paid at the employee's base rate at the time the vacation is taken. Vacation pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Vacation time will be paid in the regular pay cycles.

If a holiday falls during the employee's vacation, the day will be charged to holiday pay, as applicable rather than vacation pay, otherwise vacation time will be paid in the regular pay cycles.

The Town has no provision for an employee to receive cash equivalents for unused vacation time during the employee's term of employment.

Vacation Pay on Termination of Employment

If employment is terminated, including those employees retiring, separating for military service, or whose positions are eliminated any carry over and accrued unused vacation leave that has been earned through the last day of active employment will be paid at the employee's base rate of pay in the final payment to the employee at termination.

Section 3. Sick Leave

All employees entitled to earn Vacation Time (under Section 7.2 above), are eligible to earn sick leave benefits as provided herein. The Town reserves the right to require confirmation of an employee's eligibility for sick leave. The Board of Commissioners, in special, compassionate circumstances, may extend time as unpaid sick leave for an employee experiencing extraordinary circumstances.

Sick Leave Accrual Schedule

Each employee shall earn paid annual sick leave for continuous, uninterrupted compensated services as follows:

1. Date of Hire through the first-year employment anniversary date – (0.77 hours per week - or 40.04 hours of sick leave annually)
2. Start of the second anniversary year and over – (1.54 hours per week - or 80.08 hours of sick leave annually)

Each employee shall not earn paid annual sick leave for any time worked over the standard forty (40) hour workweek or during periods when that employee is in a non-paid status, such as when