



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
Hybrid Meeting
Wednesday, April 7, 2021
6:30 P.M.**

Town Hall

Assembly Hall

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. Appointment to fill the vacancy of the Commission Seat**
 - 1. Oath of Office for Commissioner appointed**
 - 2. Appointment of Department Heads**
- 5. APPROVAL OF AGENDA**
- 6. 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.
- 7. REPORTS**
 - Public Safety
 - Building/Code
 - Public Works/Parks
 - Finance
 - Mayor
 - Town Clerk
 - Attorney Eschenfelder
 - Boards & Committees
- 8. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, March 17, 2021**
 - B. Bill List for Day Ending April 2, 2021**
- 9. UNFINISHED BUSINESS**
 - A. Wastop Valve Installation in Five Critical Outfalls**
 - B. Bid Package: Stormwater Grant Update: Lynn Burnett**



- C. **Final Reading: 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.**
- D. **Continued and Final Reading: Ordinance 2020-01: An Ordinance of the Town of Redington Beach, Pinellas County Florida, Amending the Town's 2008 Comprehensive Plan's Infrastructure Element to Incorporate Policies Related to and Adopting the Town's Ten Year Water Supply Facilities Work Plan, in Accordance with the Mandates Set Forth in Chapter 163, Florida Statutes, Specifically Section 163.3177(6)(c)3, and Based on Updated Data and Analyses; Providing for Severability; and Establishing an Effective Date.**

10. NEW BUSINESS

- A. **Resolution 2020-13: A Resolution of the Town Commission of the Town of Redington Beach, Pinellas County Florida, Setting the Stormwater Utility Management Fee Pursuant to Town Code Chapter 18.5, Article II, Making Related Findings; Providing for Severability, and Establishing an Effective Date.**
- B. **First Reading: Ordinance 2021-05: An Ordinance of the Town of Redington Beach, Pinellas County Florida, Adopting the Annual Amendment to the Schedule of Capital Improvements of the Town of Redington Beach Comprehensive Plan, Providing for Severability; and Establishing an Effective Date.**
- C. **First Reading: Ordinance 2021-06: An Ordinance of the Town of Redington Beach, Florida Amending 6-289 of the Town Code to Remove a Provision of the Code Which is Now Inconsistent with Chapter Five of the Code 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. **Resolution 2021-02: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Providing for Signatories at Chase Bank; and Providing for an Effective Date.**
- E. **Storm Box Cover Proposal: 16026 Redington Drive**

11. OTHER BUSINESS

12. 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: Apr 7, 2021 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88696344506?pwd=d1VFOGwwcjhzSzF5REZ1NnhNNHJrZz09>

Meeting ID: 886 9634 4506

Passcode: 122503

One tap mobile

+1-312-626-6799,,88696344506# *122503# US (Chicago)

+1-929-205-6099,,88696344506# *122503# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 886 9634 4506

Passcode: 122503

Find your local number: <https://us02web.zoom.us/j/kcC5I1dcvN>



TOWN OF REDINGTON BEACH, FLORIDA

**APPLICATION FOR APPOINTMENT TO
TOWN BOARD OR TOWN COMMITTEE**
(Amended Application)

NAME: Kenneth C. Lattas
ADDRESS: 16205 3rd St. E. Redington Beach, FL 33708
HOME PHONE: Same as cell CELL PHONE: 631-678-7302
How long has Applicant been a Redington Beach resident? 7+ years

SEEKING APPOINTMENT TO: (Check one)

☒ Board of Commissioners ☐ Planning Board
☐ Board of Adjustment ☐ Finance Committee
☐ Regular Member ☐ Alternate

EDUCATIONAL BACKGROUND:

College: George Washington U. Location: Washington, DC.
Major: Law Degree: Juris Doctor

EMPLOYMENT INFORMATION: (Semi-Retired)
☐ Currently Employed ☒ Retired

Most recent employment: Reference Contact: Chris Lucas
Employer: Guidehouse Consulting, Inc Phone: 801-891-7127
Address: 7650 W. Country Club Dr. City, State, Zip Code: Tampa, FL 33607
Position: Partner How long: 18 years

Why do you want to serve on the Town Commission? The Town is at an important crossroad, as such, I believe I can best serve the interests of the Redington Beach Community as a Commissioner rather than on the Planning Board.

Applicant Signature

Date

2/9/2021

For Office Use Only:

Date Considered by Commission: _____ Date of Appointment: _____
Term: _____ Term Expires on: _____



TOWN OF REDINGTON BEACH, FLORIDA
APPLICATION FOR APPOINTMENT TO
TOWN BOARD OR TOWN COMMITTEE

NAME: SUSAN FERENC
ADDRESS: 15524 REDINGTON DRIVE Redington Beach, FL 33708
HOME PHONE: N/A CELL PHONE: 202-403-4367
How long has Applicant been a Redington Beach resident? APPROX 7 1/2 YEARS

SEEKING APPOINTMENT TO: (Check one)

☒ Board of Commissioners ☐ Planning Board
☐ Board of Adjustment ☐ Finance Committee
☐ Regular Member ☐ Alternate

EDUCATIONAL BACKGROUND:

College: MSU / UF
Major: VET. MEDICINE / AG. ECONOMICS

Location: E. LANSING MI / GAINESVILLE, FL
Degree: DVM / Ph.D.

EMPLOYMENT INFORMATION:

☐ Currently Employed ☒ Retired

Most recent employment:

Employer: CPDA Phone: 202-386-7407
Address: 1156 15th ST NW, STE 400 City, State, Zip Code: WASHINGTON D.C. 20005
Position: PRESIDENT How long: 11 YEARS

Why do you want to serve on the Town Commission? I BELIEVE IT'S MY CIVIC DUTY
I WANT TO ASSIST IN PRESERVING AND IMPROVING THE QUALITY OF LIFE FOR RB RESIDENTS

Applicant Signature [Signature] Date 2/10/21

For Office Use Only:	
Date Considered by Commission: _____	Date of Appointment: _____
Term: _____	Term Expires on: _____



TOWN OF REDINGTON BEACH, FLORIDA
APPLICATION FOR APPOINTMENT TO
TOWN BOARD OR TOWN COMMITTEE

NAME: Timothy N. Kornitschuk
ADDRESS: 16137 4th ST. E. Redington Beach, FL 33708
HOME PHONE: 630-675-6111 CELL PHONE: 630-675-6111
How long has Applicant been a Redington Beach resident? 9 yrs

SEEKING APPOINTMENT TO: (Check one)

☒ Board of Commissioners
☐ Board of Adjustment
☒ Regular Member
☐ Planning Board
☐ Finance Committee
☐ Alternate

EDUCATIONAL BACKGROUND:

College: _____ Location: _____
Major: _____ Degree: _____

EMPLOYMENT INFORMATION:

_____ Currently Employed ☒ Retired

Most recent employment:

Employer: NCTI LLC Phone: _____
Address: 16451 Gulf Blvd City, State, Zip Code: Redington Beach
Position: President How long: 5 yrs

Why do you want to serve on the Town Commission? 4 yrs experience
experience as A Redington Beach Commissioner

Applicant Signature Timothy N. Kornitschuk Date 3-10-21

For Office Use Only:

Date Considered by Commission: _____ Date of Appointment: _____
Term: _____ Term Expires on: _____



TOWN OF REDINGTON BEACH, FLORIDA
APPLICATION FOR APPOINTMENT TO
TOWN BOARD OR TOWN COMMITTEE

NAME: John D Miller
ADDRESS: 15654 1st Street E Redington Beach, FL 33708
HOME PHONE: _____ CELL PHONE: 727 560-0021
How long has Applicant been a Redington Beach resident? since 2002

SEEKING APPOINTMENT TO: (Check one)

☒ Board of Commissioners ☐ Planning Board
☐ Board of Adjustment ☐ Finance Committee
☐ Regular Member ☐ Alternate

EDUCATIONAL BACKGROUND:

College: SUNY Oswego (1991) Location: Oswego NY
Major: Bus. Admin Degree: B. of Science

EMPLOYMENT INFORMATION:

☒ Currently Employed ☐ Retired

Most recent employment:

Employer: JD Miller & Associates Phone: 727 953-9879
Address: 2100 East Bay Dr. City, State, Zip Code: Largo, FL 33771
Position: President How long: 7 years

Why do you want to serve on the Town Commission? I want to be a voice for the people, my financial experience will serve me well.

Applicant Signature John D Miller Date 3-11-2021

For Office Use Only:

Date Considered by Commission: _____ Date of Appointment: _____
Term: _____ Term Expires on: _____



TOWN OF REDINGTON BEACH, FLORIDA

APPLICATION FOR APPOINTMENT TO TOWN BOARD OR TOWN COMMITTEE

NAME: Alan Robinson
ADDRESS: 15804 2nd St. E Redington Beach, FL 33708
HOME PHONE: 863 398 0186 CELL PHONE: 863 398 0186
How long has Applicant been a Redington Beach resident? 4+ yrs

SEEKING APPOINTMENT TO: (Check one)

☒ Board of Commissioners ☐ Planning Board
☐ Board of Adjustment ☐ Finance Committee
☐ Regular Member ☐ Alternate

EDUCATIONAL BACKGROUND:

College: FANSHAWE COLLEGE Location: LONDON, ONT, CA.
Major: Business Information Systems Degree: Business Systems Analyst

EMPLOYMENT INFORMATION:

☒ Currently Employed ☐ Retired

Most recent employment:

Employer: SPECIALTY FENCE WHOLESALE Phone: 863 582 9240
Address: 180 K. d ELLIS RD City, State, Zip Code: Mulberry FL 33860
Position: Owner How long: Jan 2001

Why do you want to serve on the Town Commission? Looking for opportunity to utilize my time to do good for the town.

Applicant Signature Alan Robinson Date 2/23/2021

For Office Use Only:

Date Considered by Commission: _____ Date of Appointment: _____
Term: _____ Term Expires on: _____



TOWN OF REDINGTON BEACH

OATH OF OFFICE

Please raise your right hand and repeat after me:

I, _____, having been elected to the **Office of Commissioner** for the Town of Redington Beach, do hereby solemnly swear that I will support the Constitution of the United States and of the State of Florida, and I will uphold the Charter and Code of Ordinances of the Town of Redington Beach.

Signature

Redington Beach, FL 33708

TOWN OF REDINGTON BEACH

DATE: March 17, 2021

Missy Clarke, Town Clerk

NOTARY

SEAL



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
HYBRID MEETING
Wednesday, March 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, March 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 asked Commissioners Kornijtschuk and Steiermann if they would like to say a few words. Commissioner Kornijtschuk thanked the residents and staff during his time as commissioner and that it was very rewarding. Commissioner Steiermann said it was a pleasure to serve the community for the last 14 years. Mayor Simons said it was an honor and pleasure to serve over the last 14 years and is proud what has been accomplished. Mayor elect Will presented outgoing Mayor Simons an award for his service. The commission then had a short recess.

Commissioner Kathleen Peters administered the oath of office to Mayor Will, Commissioner Skjoldager, and Commissioner Cariello.

Roll Call

	Present	Absent
Commissioner		
Commissioner Cariello	X	
Commissioner Skjoldager	X	
Vice Mayor Dorgan	X	
Mayor Will	X	
Town Attorney Eschenfelder	X	
Town Clerk Clarke	X	

Appointment to Fill Commissioner Will's seat: Five applications were received to fill Commissioner Will's seat. All applicants are present either in person or virtually. John Miller spoke virtually on his desire to be appointed to the commission seat. Ken Lotterhos described his accomplishments on the planning Board. Susan Ferenc believes there are a lot of things to tackle for the betterment of the residents of Redington Beach. She believes it is her civic duty to be on the commission. Tim Kornijtschuk reviewed the accomplishments over the last four years as commissioner and referenced his experience. Al Robinson stated that he has been a Florida resident over the last 20 years and owns his own business and has good finance and management experience. Mayor Will thanked all the applicants. A motion by Commissioner Cariello to appoint Ken Lotterhos to fill the seat. Motion died for a lack of a second. A motion by Commissioner Skjoldager to appoint John Miller to the position and seconded by Vice Mayor Dorgan. Roll Call vote was taken and the motion failed. Commissioner Cariello and Mayor Will voted no with Commissioner Skjoldager and Vice Mayor Dorgan voting yes. Vice Mayor Dorgan believes that John Miller

should be appointed as he had the most votes in the election and if there were to be a third commission seat he would have been voted in. He believes this is the most democratic way. A motion by Vice Mayor Dorgan to nominate John Miller to the position. Seconded by Commissioner Skjoldager. Roll call vote was taken and motion failed, with Commissioner Cariello and Mayor Will voting no. A motion by Commissioner Skjoldager and seconded by Vice Mayor Dorgan to appoint Alan Robinson to the position. Roll call vote was taken and motion failed with Commissioner Cariello and Mayor Will voting no. A motion by Commissioner Cariello to appoint Ken Lotterhos to the position. Motion died for a lack of a second.

Steve Redman, 16496 Redington Drive, Bert Cormier, 16111 3rd Street, Chris Newman, 16357 Redington Drive all spoke in favor of Ken Lotterhos being appointed to the position.

A motion by Commissioner Skjoldager and seconded by Vice Mayor Dorgan to appoint Alan Robinson to the position. Motion failed with a Commissioner Cariello and Mayor Will voting against. A motion by Commissioner Cariello to appoint Ken Lotterhos to the position. The motion died for a lack of a second.

The town attorney spoke to the sitting commission and that it was the responsibility of the current commission to fill the seat as per the charter. He noted that it did not have to be confined to the applications received and could be open to other applicants.

A motion by Commissioner Cariello to appoint Ken Lotterhos to the position. Motion died for a lack of a second.

It was the consensus of the commission to revisit the appointment under new business.

Election of Vice Mayor: A motion by Commissioner Skjoldager and seconded by Commissioner Cariello to appoint Tom Dorgan as Vice Mayor. Roll call vote was taken and motion passed unanimously.

Appointment of Department Heads: Vice Mayor Dorgan suggested that the department heads be appointed after a commissioner is selected. It was the consensus of the commission to move this to new business.

Approval of Agenda: A motion by Commissioner Cariello and seconded by Vice Mayor Dorgan to approve the agenda as presented. No public comment. Motion passed with all ayes.

Public Forum: None

Public Safety

Building

Public Works

Finance

Mayor

Town Clerk

Town Attorney

- Reported that he would like to get together with the new commissioners regarding sunshine law and ethics.

Boards and Committees

- Bruce McLaughlin, Town Planner, noted that the Peril of Flood that was submitted to the State was found to be in compliance and has been approved.

CONSENT AGENDA

- A. Board Regular Meeting Minutes, February 17, 2021
- B. Bill list ending for Day ending March 12, 2021

A motion by Vice Mayor Dorgan and seconded by Commissioner Cariello 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					
Commissioner Cariello			X		
Commissioner Skjoldager			X		
Vice Mayor Dorgan			X		
Mayor Will			X		

UNFINISHED BUSINESS

- A. **Final 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 Cariello and seconded by Vice Mayor Dorgan to adopt the ordinance on its final reading. Mayor Will noted the changes for adding non-conforming dock would be included in variances. Town Planner, Bruce McLaughlin noted that a line would need to be added to clarify the variance. Steve Miller, 16335 Redington Drive, questioned the board of adjustment being able to hear the variance. Attorney Eschenfelder noted that this will be fixed at a future meeting and this ordinance would take precedence over the other. Motion passed by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner					
Commissioner Cariello	X		X		
Commissioner Skjoldager			X		
Vice Mayor Dorgan		X	X		
Mayor Will			X		

NEW BUSINESS

- A. Appointment of Park Board Member:** Town clerk reported that two applications were received to fill the unexpired term of Commissioner Cariello's seat, which expires July 17, 2021. A motion by Commissioner Skjoldager to appoint Tiffany Terracciano to the park board, seconded by Vice Mayor Dorgan. Motion passed with a majority by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner					
Commissioner Cariello				X	
Commissioner Skjoldager	X		X		
Vice Mayor Dorgan		X	X		
Mayor Will			X		

- B. Resolution 2021-02: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Providing for Signatories at Chase Bank; and Providing for an Effective Date.** Attorney Eschenfelder read the resolution by title only. Vice Mayor Dorgan noted that this should not be voted on as there is not a final commissioner appointed. It was the consensus of the commission to table this.
- C. Resolution 2021-03: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Adopting a change in the Employee Manual, Chapter 7, Time Off Benefits, Section 7.2, Vacation Time; and Providing for an Effective Date.** Attorney Eschenfelder read the resolution by title only. Town clerk reported that the commission at their last meeting, had a consensus to move forward with allowing the employees to carry over 40 hours of vacation a year, for a maximum of 80 hours. No payout would be given if the employee resigned or retired. A motion by Vice Mayor Dorgan and seconded by Commissioner Cariello to adopt Resolution 2021-03. Comment was heard from a resident regarding the liability the town would have to carry if this is allowed. Town clerk reported that there would not be a payout, therefore, no liability would be on the books. Motion passed by roll call vote with all ayes.

	Motion	Second	Aye	Nay	Absent
Commissioner					
Commissioner Cariello		X	X		
Commissioner Skjoldager			X		
Vice Mayor Dorgan	X		X		
Mayor Will			X		

Appointment of Commission Seat: Town Attorney Eschenfelder noted that the commission has two options, one to continue to try to select a new commissioner or continue to the next regular meeting. Alyce Thompson, 205 162nd Avenue spoke in favor of Alan Robinson and believes he would be a great asset to the board. Tim Thompson, 205 162nd Avenue stated he would like Ken Lotterhos to stay on the planning board and believes Alan Robinson would be neutral and would bring balance to the sitting commission. Joyce Drew, 15802 2nd Street believes that Tim Kornijtschuk would be a good candidate as he has been on the commission and could make a smooth transition.

A motion by Commissioner Cariello to appoint Ken Lotterhos to the unfilled seat. Motion failed for a lack of a second.

Commissioner Cariello asked if the current commissioners could meet with the candidates and do interviews and table this to the next meeting. Town attorney stated that the commissioners could meet with the candidates, but individually by each commissioner, so there were no sunshine violations. It was the consensus of the commission to revisit the appointment at the April 7th meeting.

Other Business

With no further business, a motion was made by Commissioner Cariello and seconded by Commissioner Skjoldager to adjourn. Regular meeting was adjourned at 7:43 p.m.

Adopted: , 2021

Missy Clarke, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 04/02/2021

Time: 10:36 am

Page: 1

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	2021-04-01	April 2021	0	04/01/2021	04/01/2021	802.73
							802.73
101-512-512.231	Life Insurance FLORIDA MUN INSURANCE	2021-04-01	April 2021	0	04/01/2021	04/01/2021	9.75
							9.75
101-512-512.232	Dental Insurance FLORIDA MUN INSURANCE	2021-04-01	April 2021	0	04/01/2021	04/01/2021	64.15
							64.15
101-512-512.315	Temporary Servic CHRISTIAN WITTMAN	1542	COVID-19 Test	0	03/16/2021	03/16/2021	30.00
							30.00
101-512-512.421	Stamps.com CHASE CARD SERVICES	2021-04-01	Stamps.com	0	04/01/2021	04/01/2021	17.99
							17.99
101-512-512.440	Utilities- Water/EI DUKE ENERGY	032021	March 2021	0	04/02/2021	04/02/2021	204.01
							204.01
101-512-512.490	Advertising TIMES PUBLISHING COMPAI	146481	ORD 2021-01 BOC	0	03/10/2021	03/10/2021	192.40
							192.40
101-512-512.510	Office Supplies APEX OFFICE PRODUCTS	2182791-0	Toilet paper	0	03/18/2021	03/18/2021	36.99
	MAD BEACH PRINT SHOP	109524	Business Cards - BOC	0	03/29/2021	03/29/2021	108.00
	PIECZONKA TROPHY OF FL	60978	Name plates x 3	0	03/16/2021	03/16/2021	21.00
							165.99
							Total Dept. Town Clerk: 1,487.02
Dept: 513 Finance & Admin							
101-513-513.230	Group Insurance FLORIDA MUN INSURANCE	2021-04-01	April 2021	0	04/01/2021	04/01/2021	809.98
							809.98
101-513-513.231	Life Insurance FLORIDA MUN INSURANCE	2021-04-01	April 2021	0	04/01/2021	04/01/2021	9.75
							9.75
101-513-513.232	Dental Insurance FLORIDA MUN INSURANCE	2021-04-01	April 2021	0	04/01/2021	04/01/2021	32.01
							32.01
101-513-513.415	Fund Balance Su TYLER TECHNOLOGIES.INC	025-327069	5/1/2021-4/30/2022	0	03/11/2021	03/11/2021	1,128.61
							1,128.61
101-513-513.495	Janitorial Service HIP CLEANING SERVICE	97	2/21-3/21 Office Cleaning	0	03/24/2021	03/24/2021	360.00
							360.00
							Total Dept. Finance & Admin: 2,340.35
Dept: 514 Legal Counsel							
101-514-514.124	Town Attorney TRASK, DAIGNEAULT, LLP A	5287	March 2021 General	0	04/01/2021	04/01/2021	4,882.50
	TRASK, DAIGNEAULT, LLP A	5289	March 2021 Solid Waste RFP	0	04/01/2021	04/01/2021	140.00

INVOICE APPROVAL LIST BY FUND REPORT

Date: 04/02/2021

Time: 10:36 am

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							5,022.50
101-514-514.310	Legislative Couns						
	TRASK, DAIGNEAULT, LLP A	5288	March 2021 Code Revision	0	04/01/2021	04/01/2021	455.00
							455.00
Total Dept. Legal Counsel:							5,477.50
Dept: 515 Comprehensive Planni							
101-515-515.310	Planning						
	BRUCE MCLAUGHLIN CONS	04022021	Interim Invoice	0	04/02/2021	04/02/2021	1,500.00
							1,500.00
Total Dept. Comprehensive Planning:							1,500.00
Dept: 521 Law Enforcement							
101-521-521.340	Law Enforcement						
	PINELLAS COUNTY SHERIFF	978223	April 2021 Law Enf.	0	04/01/2021	04/01/2021	22,479.00
							22,479.00
Total Dept. Law Enforcement:							22,479.00
Dept: 524 Protective Services							
101-524-524.310	Code Enforceme						
	PINELLAS COUNTY SHERIFF	978339	Code Enf. March	0	04/02/2021	04/02/2021	2,298.24
							2,298.24
Total Dept. Protective Services:							2,298.24
Dept: 539 Department of Public V							
101-539-539.230	Group Insurance						
	FLORIDA MUN INSURANCE	2021-04-01	April 2021	0	04/01/2021	04/01/2021	1,597.32
							1,597.32
101-539-539.231	Life Insurance - L						
	FLORIDA MUN INSURANCE	2021-04-01	April 2021	0	04/01/2021	04/01/2021	19.50
							19.50
101-539-539.232	Dental Insurance						
	FLORIDA MUN INSURANCE	2021-04-01	April 2021	0	04/01/2021	04/01/2021	137.03
							137.03
101-539-539.440	P/W Utilities						
	DUKE ENERGY	31525-72269	2021-03-10 2/8-3/10/2021	0	03/10/2021	03/10/2021	49.32
							49.32
Total Dept. Department of Public Works:							1,803.17
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig						
	DUKE ENERGY	032021	March 2021	0	04/02/2021	04/02/2021	3,536.48
							3,536.48
Total Dept. Roads & Streets:							3,536.48
Dept: 571 Libraries							
101-571-571.000	Libraries						
	GULF BEACHES PUBLIC LIB	2021-03-25	Q3 FY 20-21	0	03/25/2021	03/25/2021	7,045.67
							7,045.67
Total Dept. Libraries:							7,045.67
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						

Date: 04/02/2021

Time: 10:36 am

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Town of Redington Beach

[illegible]

3/24/2021

9768 PAYROLL	138.53
9769 PAYROLL	277.05
9770 PAYROLL	138.53
9771 PAYROLL	150.87
9772 PAYROLL	138.53
9773 PAYROLL	138.53
9774 PAYROLL	369.40
9775 PAYROLL	2,324.28
9776 PAYROLL	1,391.26
9777 PAYROLL	1,336.03
9778 PAYROLL	1,085.64
Payroll Liabilities	3,484.52
Retirement	1,591.52
Payroll	25.00

12,589.69

MAYOR WILL

COMMISSIONER

COMMISSIONER SKJOLDAGER

VICE MAYOR DORGAN

ATTEST:

COMMISSIONER CARIELLO

Missy Clarke, CMC, Town Clerk

Regular Meeting of April 7, 2021



Memorandum for April 7, 2021 Town Commission Meeting

To: Town of Redington Beach Town Commission

From: Lynn T. Burnett, P.E., CFM

Subject: Stormwater Outfall Investigation and Recommendations

Staff Report

Based on input from residents and elected officials, as well as field investigations during and following high tide events and input from public works staff, there are five critical outfall locations that have been identified as being most vulnerable to King Tide events.

LTA Engineers performed a field investigation of each outfall located within the Town's jurisdiction and located them by LAT/LONG via GPS coordinates. The existing condition of each outfall was documented, and the inside diameter of each outfall was measured where access was possible. This information was then put into table format and provided to the local WAPRO representative. A proposal was requested for purchasing a valve for each location identified. Please note that there were some locations not accessible, and a follow up visit will need to be performed during extreme low tide at each of those specific locations. The WAPRO Proposal is provided as backup.

Based on the information collected and the proposal from WAPRO, Outfall I.D. #'s 17, 23, 24, 29 and 35 are recommended for Wastop Valves. The estimated cost for all five valves is \$45,543. These valves are not eligible for reimbursement as part of the CFI Grant Project as they are located outside of the limits of the SWFWMD/TBERF CFI Project. These would need to be funded from the stormwater expenditure codes for this fiscal year budget with associated budget amendments from reserves as needed. We have included an alternate line item on the bid form for the CFI project in order to have the same contractor perform the installations while they are already mobilized for that project.

Detailed information is presented on the attached map and following pages. In summary, it is our professional recommendation that Town Commission approve and authorize the purchase of the 5 valves in the locations shown with the funding amount and source to be confirmed by Town Staff.



Town of Redington Beach Outfall Locations

Location of Wastop Valve Installation, part of
Boca Ciega Bay Stormwater Quality Project

Critical Outfall Locations for Wastop Valve
Installation



District 3A

District 2

District 1F

District 1G

District 1C

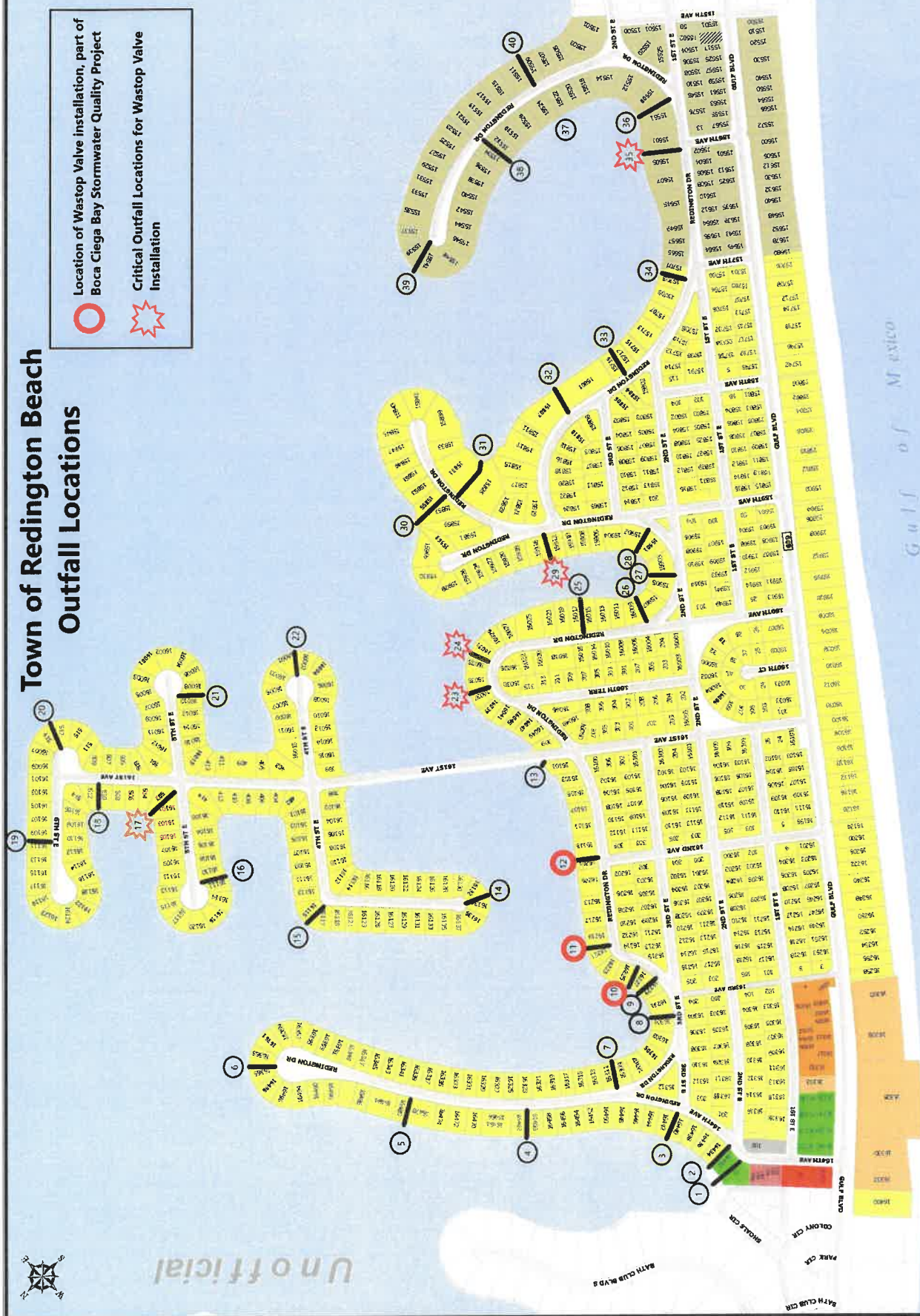
District 1D

District 1A

District 1B

Unofficial Town of Redington Beach Zoning District Map

Date Created: 10/20/2017



REDINGTON BEACH OUTFALL INFORMATION

Field Verified on 01/07/2021

No.	Size/type	Top of seawall to inv.	Condition	Latitude/ Longitude
1	18" ADS	N/A	Good above water	N27-43.820 W82-49.055
2	24" RCP	55"	80% oysters	N27-48.924 W82-49.017
3	6" ADS	24"	Clean	N27-48.945 W82-48.982
N/A	4" ADS Yard Drain approx. 8' East of #3			
4	24" RCP	50"	30% Oysters	N27-48.987 W82-48.945
5	24" RCP	55"	25% Oysters	N27-48.053 W82.48.854
6	24" RCP	59"	85% Oysters	N27-49.105 W82-48.725
7	11.5" RCP	42"	25% Oysters	N27-48.908 W82-48.934
8	Blocked			
9	Blocked			
10	35" PVC	78"	Clean	N27-49.871 W82-48.904
11	12" Concrete	45"	Oysters	N27-48.867 W82-48.854
12	24" ADS	64"	Oysters `	N27-48.827 W82-49.793
13	Double (2) 8" ADS	41" 45"	Smooth	N27-48.797 W82-48.718
14	24" ADS	50"	Smooth	N27-48-887 W82-48.768

15	15" Corrugated metal	50"	Good	N27-49.002 W82-48.676
16	12" Concrete	30"	Good	N27-49.015 W82-48.604
17	30.5" Corrugated White PVC	42"	Smooth	N27-49.028 W82-48.819
18	12" AC	42"	Good	N27-48.053 W82-48.493
19	14" Corrugated White PVC	41"	Smooth	N27-49.104 W82-48.461
20	14" AC	42"	Good	N27-49.025 W82-48.405
21	24" RCP	62"	Good Under Water	N27-48.931 W82-48.485
22	9.5 ADS	40"	Smooth	N27-48.862 W82-48.507
23	18" Pipe	To be field Verified		N27-48.797 W82-48.634
24	18" ADS	52"	Smooth	N27-48.772 W82-48.612
25	17.5" RCP	56"	Oysters	N27-48.682 W82-48.642
26	Awaiting Field Verification			
27	Awaiting Field Verification			
28	30" Concrete		Clean	N27-48.642 W82-48.653
29	30" RCP	47"	Good	N27-48.686 W82-48.611
30	19"X27" RCP	20" below deck Good		N27-48.730 W82-48.506
31	Awaiting Field Verification			N27-48.663 W82-48.505

32	Awaiting Field Verification			
33	18" RCP	Square hole w/ Pipe 5' Inside Could not measure		N27-48.553 W82-48.515
34	16" CMP	42"	Plugged w. Oysters	N27-48.476 W82-48.499
35	36" Pipe	To be Field Verified		
36	24" RCP	73"	Good	N27-48.427 W82-48.416
37	Awaiting Field Verification			N27-48.488 W82-48.350
38	Awaiting Field Verification			N27-48.554 W82-48.375
39	18" RCP	73"	90% block by Mangroves	N27-48.608 W82-48.353
40	18" RCP	43"	Good	N27-48.437 W82-48.284



Estimate

Estimate# EST-3358

Bill To

Town of Redington Beach
105 164th Avenue
Redington Beach 33078, FL
U.S.A

Estimate Date : March 01, 2021

Expiry Date : March 01, 2022

Reference# : RFQ from LTA for
Redington Beach

Sales person : Richard Neal

Ship To

105 164th Avenue
Redington Beach 33078 FL
U.S.A

Subject :

Wastop valves one year sales agreement

Accepted By

Accepted Date

#	Model	Qty	Rate	Tax %	Amount
1	WS440-S3-316 WaStop NPS 18" S Ser. Std SS316 Station 1	1	5,760.00	7.00	5,760.00
2	WS590-S3-316 WaStop NPS 24" S Ser. Std SS316 Station 2	1	7,800.00	7.00	7,800.00
3	WS146-S2-316 WaStop NPS 6" S Ser. Soft SS316 Station 3	1	741.00	7.00	741.00
4	WS590-S3-316 WaStop NPS 24" S Ser. Std SS316 Station 4	1	7,800.00	7.00	7,800.00
5	WS590-S3-316 WaStop NPS 24" S Ser. Std SS316 Station 5	1	7,800.00	7.00	7,800.00
6	WS590-S3-316 WaStop NPS 24" S Ser. Std SS316 Station 6	1	7,800.00	7.00	7,800.00

#	Model	Qty	Rate	Tax %	Amount
7	WS290-S3-316 WaStop NPS 12" S Ser. Std SS316 Station 7	1	2,724.00	7.00	2,724.00
10*	WS885-S3-316-SPEC WaStop NPS 36" S Ser. Std SS316 SPEC Intake collar removed Station 10	1	15,008.00	7.00	15,008.00
11	WS290-S3-316 WaStop NPS 12" S Ser. Std SS316 Station 11	1	2,725.00	7.00	2,725.00
12	WS590-S3-316 WaStop NPS 24" S Ser. Std SS316 Station 12	1	7,800.00	7.00	7,800.00
13	WS183-S3-316 WaStop NPS 8" S Ser. Std SS316 Station 13	1	1,476.00	7.00	1,476.00
14	WS590-S3-316 WaStop NPS 24" S Ser. Std SS316 Station 14	1	7,800.00	7.00	7,800.00
15	WS370-S3-316 WaStop NPS 15" S Ser. Std SS316 Station 15	1	4,589.00	7.00	4,589.00
16	WS290-S3-316 WaStop NPS 12" S Ser. Std SS316 Station 16	1	2,725.00	7.00	2,725.00
17	WS750-S3-316 WaStop NPS 30" S Ser. Std SS316 Station 17	1	11,335.00	7.00	11,335.00
18	WS290-S3-316 WaStop NPS 12" S Ser. Std SS316 Station 18	1	2,725.00	7.00	2,725.00
19	WS340-S3-316 WaStop NPS 14" S Ser. Std SS316 Station 19	1	3,744.00	7.00	3,744.00
20	WS340-S3-316 WaStop NPS 14" S Ser. Std SS316 Station 20	1	3,744.00	7.00	3,744.00

*Pipes 8 and 9 are blocked, these may be included at a later date.

Wapro Inc. Tel: (888) 927-8677
Suite 1950 sales@wapro.com
150 N. Michigan Ave wapro.com
Chicago, IL 60601

#	Model	Qty	Rate	Tax %	Amount
21	WS590-S3-316 WaStop NPS 24" S Ser. Std SS316 Station 21	1	7,800.00	7.00	7,800.00
22	WS230-S3-316 WaStop NPS 10" S Ser. Std SS316 Station 22	1	1,937.00	7.00	1,937.00
23	WS440-S3-316 WaStop NPS 18" S Ser. Std SS316 Station 23	1	5,759.00	7.00	5,759.00
24	WS440-S3-316 WaStop NPS 18" S Ser. Std SS316 Station 24	1	5,759.00	7.00	5,759.00
25	WS440-S3-316 WaStop NPS 18" S Ser. Std SS316 Station 25	1	5,759.00	7.00	5,759.00
26	Station 26 additional field verification needed	1	0.00	7.00	0.00
28 & 29**	WS750-S3-316 WaStop NPS 30" S Ser. Std SS316 Station 28 & 29	2	11,355.00	7.00	22,710.00
30	WS440-S3-316 WaStop NPS 18" S Ser. Std SS316 with 19x30 elliptical flange face for inside pipe mount. Station 30	1	6,645.00	7.00	6,645.00
31	Station 31 additional field verification needed	1	0.00	7.00	0.00
32	Station 32 additional field verification needed	1	0.00	7.00	0.00
33	WS440-S3-316 WaStop NPS 18" S Ser. Std SS316 Station 33	1	5,759.00	7.00	5,759.00
34	WS390-S3-316 WaStop NPS 16" S Ser. Std SS316 Station 34	1	4,979.00	7.00	4,979.00
35	WS750-S3-316 WaStop NPS 30" S Ser. Std SS316 Station 35	1	11,335.00	7.00	11,335.00
36	WS590-S3-316 WaStop NPS 24" S Ser. Std SS316 Station 36	1	7,800.00	7.00	7,800.00
37	Station 37 additional field verification needed	1	0.00	7.00	0.00

** Station 27 pipe size and location not field verified

#	Model	Qty	Rate	Tax %	Amount
38	Station 38 additional field verification needed	1	0.00	7.00	0.00
39	WS440-S3-316 WaStop NPS 18" S Ser. Std SS316 Station 39	1	5,759.00	7.00	5,759.00
40	WS440-S3-316 WaStop NPS 18" S Ser. Std SS316	1	5,859.00	7.00	5,859.00

Notes

Thanks for your enquiry. Looking forward to working with you.

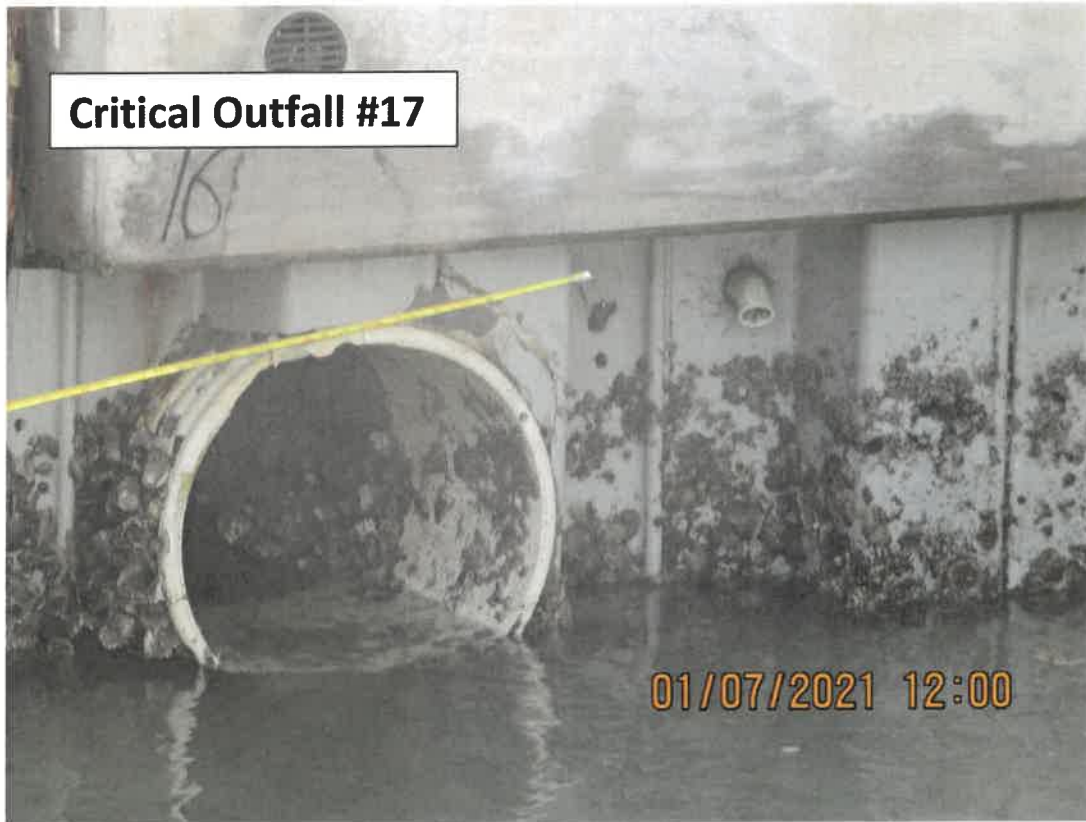
Send check payment to
Wapro Inc
Suite 1950
150 N. Michigan Ave.
Chicago, IL 60601

Wire Payment Information
JP Morgan Chase Bank
Routing Number: 071000013
Account Number: 974331928

Terms & Conditions

Actual shipping and packing will be prepaid and added to your invoice based on size and quantity of the valve order.
Allow 5 to 30 days for delivery.
Please include applicable sales tax or provide your tax exempt certificate number with your purchase order.

Critical Outfalls for Proposed WaStop Installation



Critical Outfalls for Proposed WaStop Installation



Critical Outfalls for Proposed WaStop Installation



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 _____, incorporated in the State of _____ and registered and licensed to do business in the State of Florida (license # _____), 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, it's 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 its 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 _____, authorized to transact business in the State of Florida, with _____ 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)

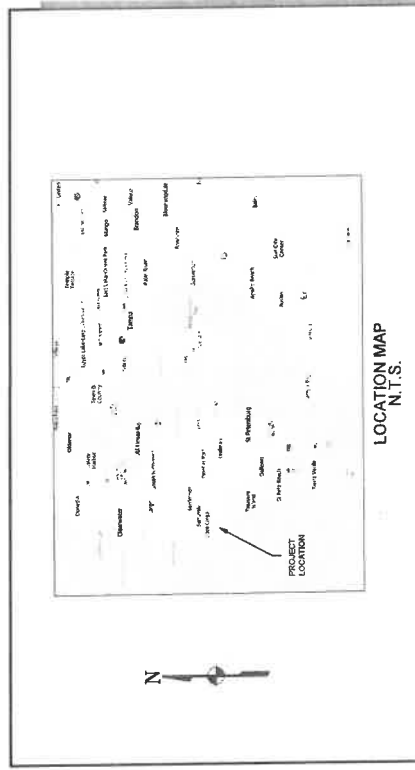
My Commission Expires: _____

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

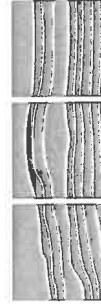
SEC. 5, TWP. 31 S, RGE. 15 E

PROJECT # 450.01.01.20

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2	2	NOTES AND SPECIFICATIONS
3	3	GENERAL NOTES
4	4	DRAINAGE PLAN SHEET
5	5	CONSTRUCTION DETAILS
6	6	BEST MANAGEMENT PRACTICES PLAN SHEET
7	7	BEST MANAGEMENT PRACTICES DETAILS



DECEMBER 2020



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.

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

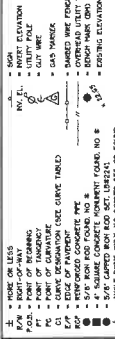


BOCA CIEGA BAY STORMWATER QUALITY
IMPROVEMENT PROJECT
SEC 5, TWP 31S, RANG 15E, HOLMES BEACH, FL

[illegible]

LTA ENGINEERS, LLC
Civil Engineers & Land Planners
P.O. Box 769
Conroe, TX 74215
Phone 941.756.9191
Fax 941.756.9111

GENERAL LEGEND (SCALE MAY VARY)



DATE: 11/1/2011

[illegible]

Y: 2000-1-15 10:00:00

- [illegible]

1. CONTRACTOR SHALL REMOVE ALL EXOTIC VEGETATION FROM THE UPLAND PORTION OF THE PROJECT AREA.
2. THERE ARE NO WETLANDS OR IMPACTS TO OTHER SURFACE WATERS.

SECRET

- [illegible]

The site superintendent shall be responsible for installation and maintenance of all brooms and turbidity monitors, and the quantity and quality of effluent to wetland and riparian areas. The contractor shall provide a log of turbidity readings and sedimentation collector inspections on a daily basis.

- [illegible]

STORMS WILL BECOME MORE FREQUENT AND INTENSE

[illegible]

- [illegible]

- a. The SFHs from these projects and maintained that they were to be maintained and the SFHs and LOCOMs could not be used for any other purpose.
- b. The SFHs and LOCOMs could not be used for any other purpose.
- c. The SFHs and LOCOMs could not be used for any other purpose.
- d. The SFHs and LOCOMs could not be used for any other purpose.
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- u. The SFHs and LOCOMs could not be used for any other purpose.
- v. The SFHs and LOCOMs could not be used for any other purpose.
- w. The SFHs and LOCOMs could not be used for any other purpose.
- x. The SFHs and LOCOMs could not be used for any other purpose.
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- z. The SFHs and LOCOMs could not be used for any other purpose.

INDEX TO VOLUME I

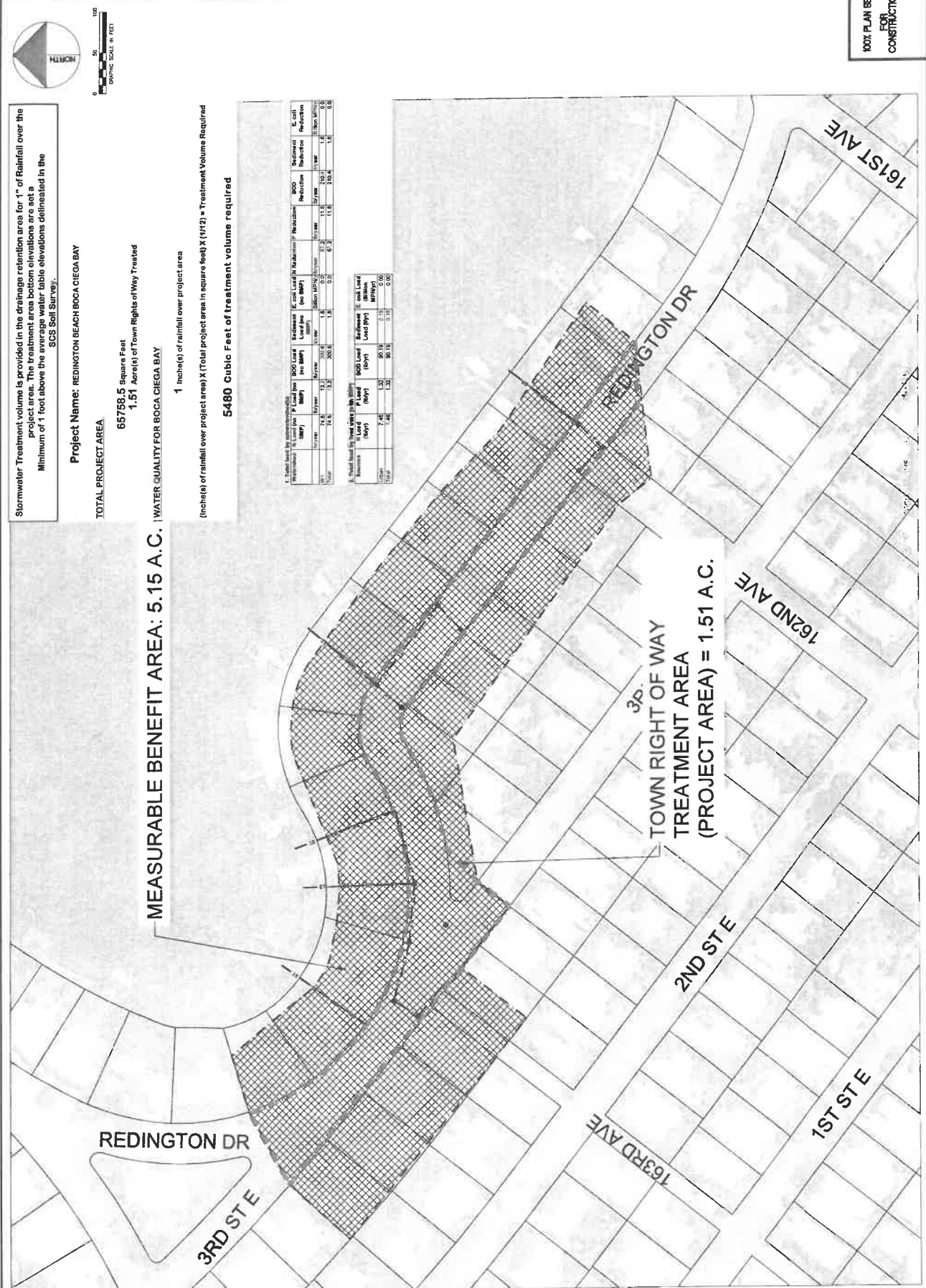
PROJECT LOCATION INFORMATION

1. TOTAL AREA DISTURBED 6.54 ACRES
2. PROJECT LOCATED ON MUNICIPAL SEWAGE TREATMENT SYSTEM
3. NEAREST WATER OR MUNICIPAL SEWAGE TREATMENT SYSTEM
4. TOWN OF TAMPA
5. FLOOD ZONE A-1
6. FLOOD ZONE A-1
7. FLOOD ZONE A-1
8. SOIL TYPE: MICHIGAN AND ST. AUGUSTINE SUBSARIAL LANDS

FOOT LEVEL CHANGES INFORMATION

1. THIS IS A SEWAGE TREATMENT PROJECT.
2. THE PROJECT WILL NOT DISTURB ANY SURFACE WATER OR IMPACTS TO SURFACE WATER.
3. TOTAL PROJECT DISTURBED AREA IS LESS THAN 5 ACRES.

- [illegible]

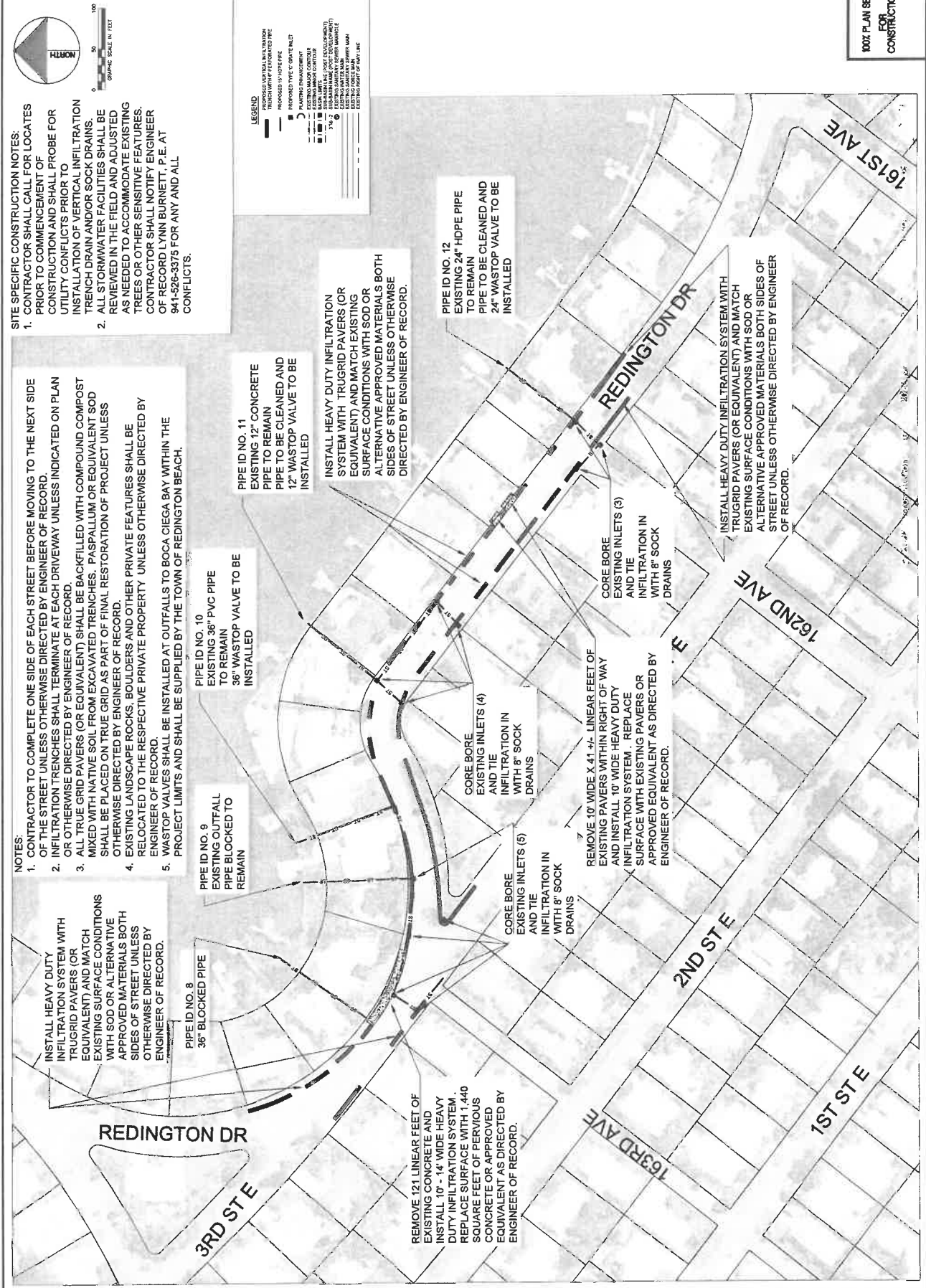


Stormwater Treatment volume is provided in the drainage retention area for 1" of Rainfall over the project area. The treatment area bottom elevations are set a Minimum of 1 foot above the average water table elevations delineated in the SCS Soil Survey.

Project Name: REDINGTON BEACH BOCA CIEGA BAY
TOTAL PROJECT AREA
65758.5 Square Feet
1.51 Acres of Town Rights of Way Treated
WATER QUALITY FOR BOCA CIEGA BAY
1 inch(es) of rainfall over project area
5480 Cubic Feet of treatment volume required
(inch(es) of rainfall over project area) X (Total project area in square feet) X (1/12) = Treatment Volume Required

A. Total Load to be Treated (inches)									
Watershed	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year
1st Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
2nd Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
3rd Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
4th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
5th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
6th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
7th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
8th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
9th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8

B. Total Load to be Treated (inches)									
Watershed	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year
1st Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
2nd Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
3rd Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
4th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
5th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
6th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
7th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
8th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8
9th Year	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8	74.8



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. PASPALUM 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.

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
36" BLOCKED PIPE
PIPE BLOCKED TO REMAIN

PIPE ID NO. 9
EXISTING 36" PVC PIPE
PIPE BLOCKED TO REMAIN

PIPE ID NO. 10
EXISTING 36" PVC PIPE
TO REMAIN
36" WASTOP VALVE TO BE INSTALLED

PIPE ID NO. 11
EXISTING 12" CONCRETE PIPE TO REMAIN
PIPE TO BE CLEANED AND 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.

REMOVE 121 LINEAR FEET OF EXISTING CONCRETE AND INSTALL 10' - 14' WIDE HEAVY DUTY INFILTRATION SYSTEM. REPLACE SURFACE WITH 1,440 SQUARE FEET OF PERVIOUS CONCRETE OR APPROVED EQUIVALENT AS DIRECTED BY ENGINEER OF RECORD.

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

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

REMOVE 10' WIDE X 41' +/- 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.

LEGEND

- PROPOSED 10" HDPE PIPE
- PROPOSED 12" HDPE PIPE
- PROPOSED 12" CONCRETE PIPE
- PROPOSED 36" PVC PIPE
- EXISTING 10" HDPE PIPE
- EXISTING 12" HDPE PIPE
- EXISTING 12" CONCRETE PIPE
- EXISTING 36" PVC PIPE
- EXISTING 10" HDPE PIPE
- EXISTING 12" HDPE PIPE
- EXISTING 12" CONCRETE PIPE
- EXISTING 36" PVC PIPE

100% PLAN SET FOR CONSTRUCTION

BOCA CIEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT

SEC. 5, TWP. 31S, RING 15E, REDINGTON BEACH, FL.

DRAINAGE PLAN SHEET

100% PLAN SET FOR CONSTRUCTION

100% PLAN SET FOR CONSTRUCTION

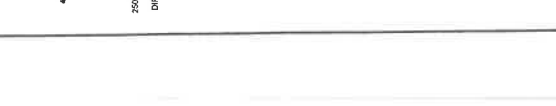
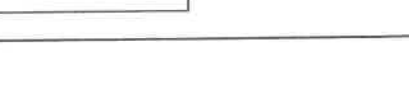
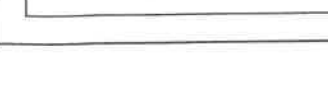
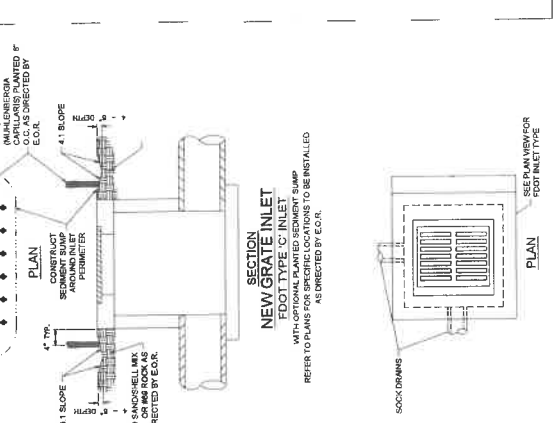
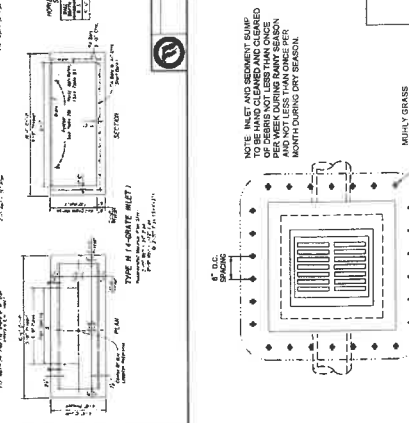
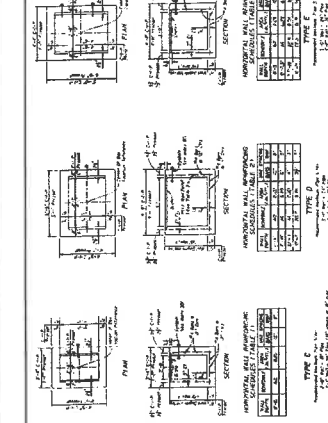
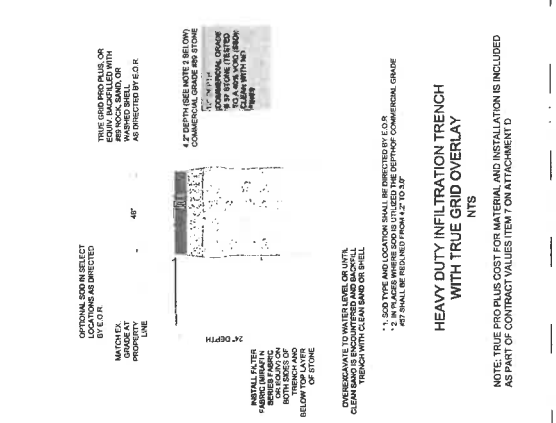
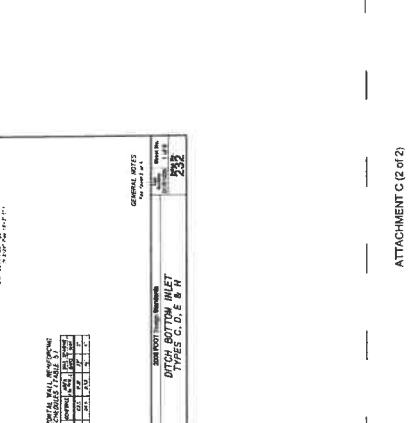
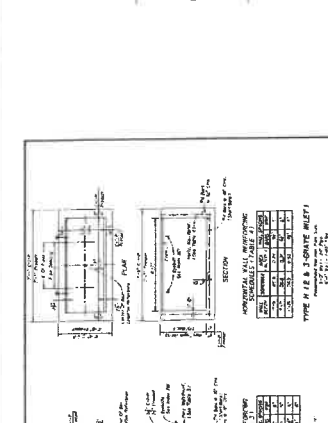
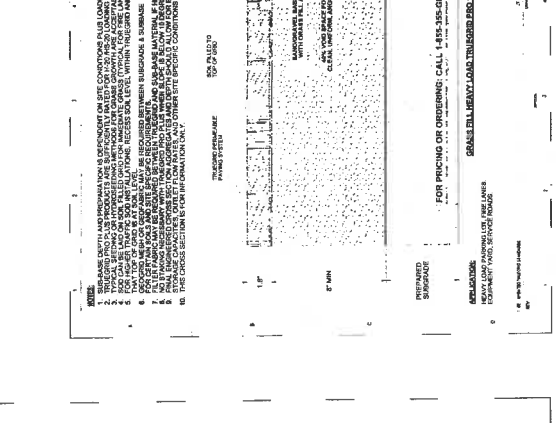
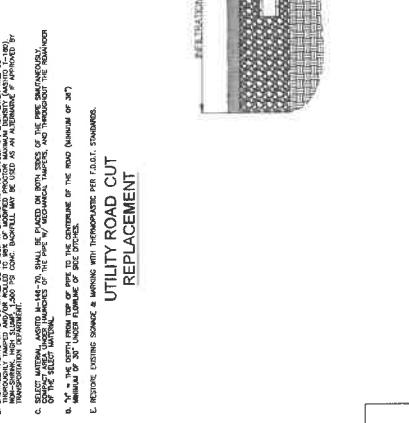
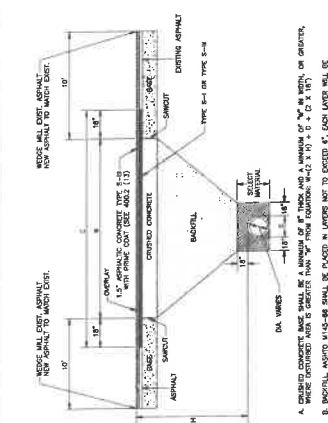
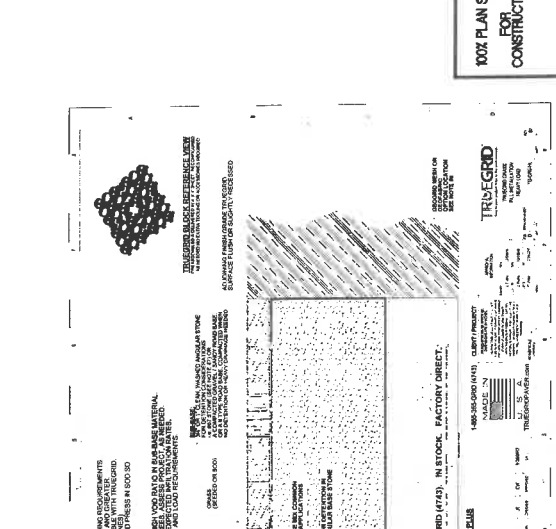
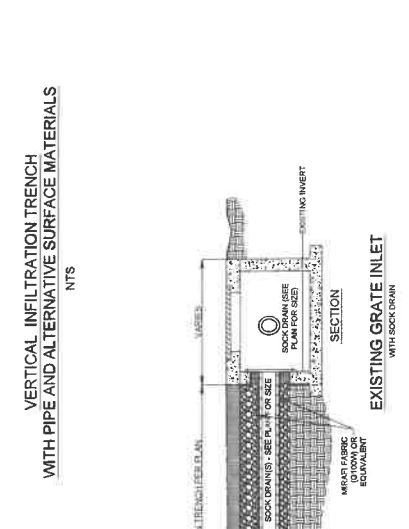
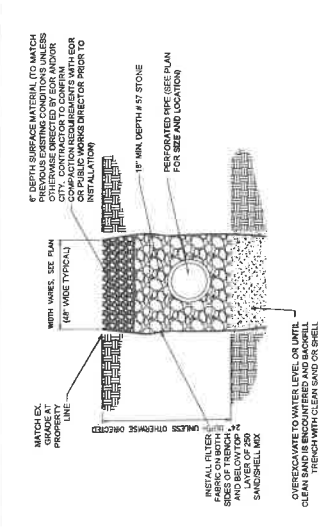
100% PLAN SET FOR CONSTRUCTION

100% PLAN SET FOR CONSTRUCTION

100% PLAN SET FOR CONSTRUCTION

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	01/15/2020
2	REVISED FOR COMMENTS	02/10/2020
3	REVISED FOR COMMENTS	03/10/2020
4	REVISED FOR COMMENTS	04/10/2020
5	REVISED FOR COMMENTS	05/10/2020
6	REVISED FOR COMMENTS	06/10/2020
7	REVISED FOR COMMENTS	07/10/2020
8	REVISED FOR COMMENTS	08/10/2020
9	REVISED FOR COMMENTS	09/10/2020
10	REVISED FOR COMMENTS	10/10/2020
11	REVISED FOR COMMENTS	11/10/2020
12	REVISED FOR COMMENTS	12/10/2020

100% PLAN SET FOR CONSTRUCTION
 BOCA CEEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT
 SEC 9, TWP 38S, RANG 15E, REMINGTON BEACH, FL
 DRAINAGE AND SITE DETAILS
 CIVIL ENGINEERS & LAND PLANNERS, LLC
 2004 55th Avenue East
 Palm Bay, FL 32909
 Phone: 888.756.9119
 Fax: 888.756.9119
 Email: info@celapl.com
 Project No.: 14010120



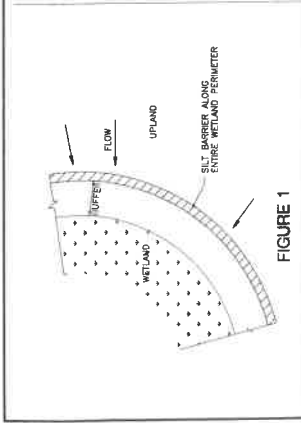


FIGURE 1

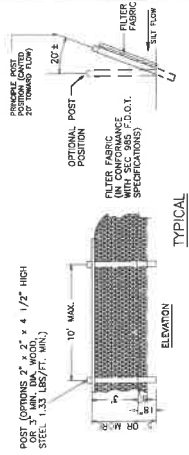


FIGURE 2

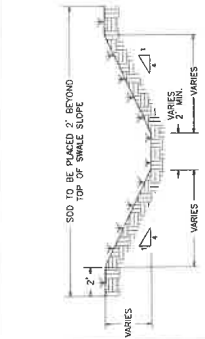


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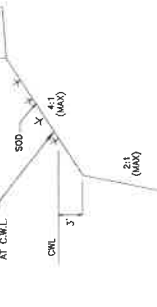


FIGURE 4



FIGURE 5



FIGURE 6

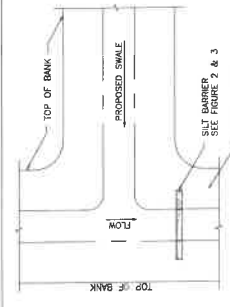


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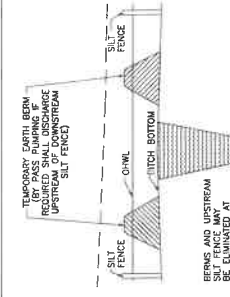


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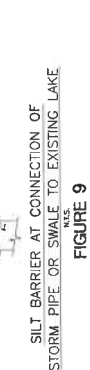


FIGURE 9



FIGURE 10

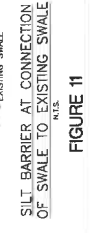


FIGURE 11



FIGURE 12

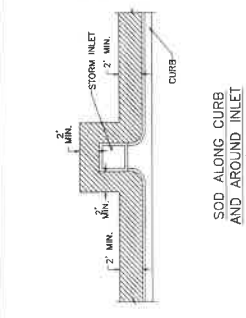


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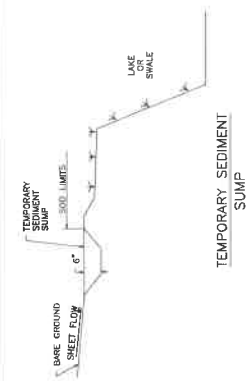


FIGURE 14

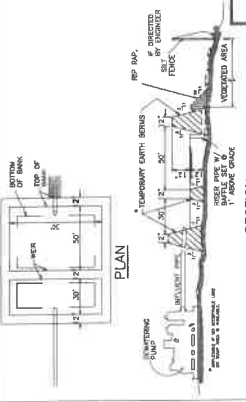


FIGURE 15

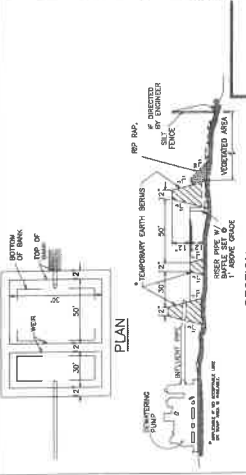


FIGURE 16

100% PLAN SET FOR CONSTRUCTION

CONTRACT DOCUMENTS & SPECIFICATIONS

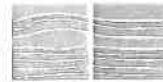
Prepared for:

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

FY21

Prepared by:

LTAENGINEERS-LLC



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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Proposal Bid Form	PB-1
Technical Specifications	TS-1A-1
Notice to Proceed	NP-1
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 **2:00 pm** on or before **May 10, 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 **April 19, 2021 at 11:00 am**. The Pre-Bid Meeting will also be available as a Zoom Webinar found at the following web address: <https://us02web.zoom.us/j/83804840733?pwd=Tmc4Zmk4dIN0aVUwcUNXQVFSNFZGQT09>

All questions shall be directed to the Engineer and shall be submitted no later than **April 29, 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 **April 9, 2021**.

Bids will be publicly opened at **2:00 pm on May 10, 2021** at the Town of Redington Beach Assembly Hall. The Bid Opening may also be viewed via Zoom at the following web address: <https://us02web.zoom.us/j/89087962256?pwd=ZGNJOWdGNG84T0INUm5YRUZjdW9tUT09>

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 28, 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.



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 capaTown for each truck utilized for hauling unsuitable material off-site. Measurement will be calculated by multiplying the truck tickets by the predetermined fully loaded capaTown 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 shall be Salt Tolerant.***

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 - DELETED - N/A

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.5

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.6

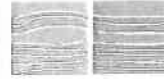
Payment for this item will be made at the unit price bid for all work necessary to sawcut and repair the existing roadways at pipe crossing locations per the detail on the Construction Plans.

3.09 MILL AND RESURFACE EXISTING ROADWAYS - ITEM NO A.7

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 & B.8**

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, Salt Tolerant 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.9 & B.10

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.11

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.12

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.

3.23 REMOVE AND REPLACE EXISTING DRIVEWAY APRONS WITH PERVIOUS CONCRETE - ITEM NO.D.1

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.

3.24 REMOVE AND REPLACE EXISTING DRIVEWAY APRONS WITH EXISTING PAVERS - ITEM NO. D.2

Payment for this item will be made at the unit price for all work necessary to remove portions of existing paver driveways that are necessary for the successful installation of stormwater components. This item will include replacing the driveway with the existing pavers.

3.25 Install Additional WaStop Valves - ITEM NO. D.3

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

**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	SY		
4	Maintenance of Traffic	1	LS		
5	Remove and Dispose of Trees	0	EA		
6	Roadway cut and repair	0	SY		
7	Mill and resurface roadway crossing	0	SY		
<u>Sub-Total Clearing and Earthwork</u>					

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
B. <u>STORMWATER</u>					
1	Furnish and install new FDOT Type C inlet	0	EA		
2	Construct infiltration trench. Includes: installation labor only - No. 57 & No. 89 stone	756	SY		
3	H.D. Infiltration Trench Materials - #57 Stone	457	CY		
4	H.D. Infiltration Trench Materials - #89 Stone	107	CY		
5	Mirafi Fabric (Materials only)	1,792	SY		
6	True Grid or equivalent (Materials only)	756	SY		
7	Furnish and Install Salt Tolerant Sod	681	SY		
8	Furnish and Install No. 89 Stone	75	SY		
9	Furnish and install C-900 12" Pipe	0	LF		
10	Furnish and install new 8" ADS Sock drain Pipe	120	LF		
11	Core Bore Existing Inlets and make pipe connections	12	EA		
12	Install WaStop Valves	3	EA		
<u>Sub-Total Stormwater</u>					

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
C. <u>MISCELLANEOUS</u>					
1	Construction Stakeout	1	LS		
2	As-Built Survey	1	LS		
3	Testing	1	LS		
4	Mobilization	1	LS		
5	Project Signage	1	LS		
<u>Sub-Total Miscellaneous</u>					

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
D.	<u>ALTERNATE ITEMS</u>				
1	Remove and replace Existing Driveway Aprons with Pervious Concrete as shown on plans	160	SY		
2	Remove Existing Paver Driveway Aprons and replace with Existing Pavers	46	SY		
3	Install Additional WaStop Valves		EA		
<u>Sub-Total Alternate Items</u>					

SUMMARY

A.	<u>CLEARING AND EARTHWORK</u>	
B.	<u>STORMWATER</u>	
C.	<u>MISCELLANEOUS</u>	
D.	<u>ALTERNATE ITEMS</u>	
<u>TOTAL BID PROPOSAL</u>		\$94,467.00

There is a defined budget with the Southwest Florida Water Management District and the Tampa Bay Environmental Restoration Fund. This budget has been included as the maximum bid price on the Proposal and Bid Form. Please provide your bids based on these quantities and budget. If you are not able to bid the job with the quantities provided, then reduce the amount of infiltration trench that you are able to install for the Total Bid Proposal Amount. Your adjustments should be reflected in Bid Item Nos. B2 – B7.

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: _____

**Town of Redington Beach**

Pinellas County, Florida

LTA File No: 450.01.01.20

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

- 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.3Excavation 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

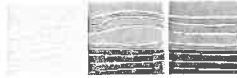
placed, at no extra cost, to secure a firm foundation for the structures or the lower third of each pipe.

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.4Traffic 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)



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.

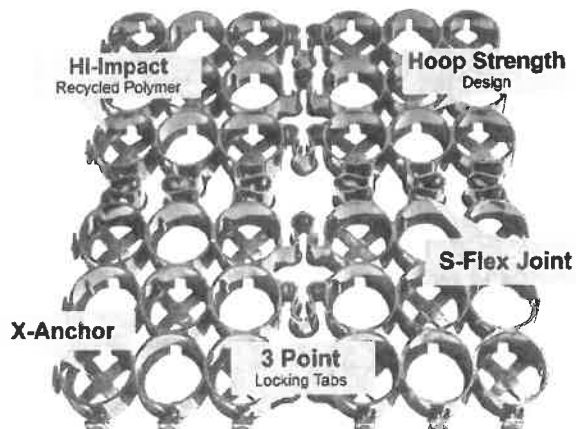
Installation: Layout and snap together pre-assembled sheets. (4 pcs per layer = 16 sq/ft)
If body weight does not level the grids, use plate vibrator or heavy cylinder to level.

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



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 (calclitic 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.



Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

January 25, 2021

Town of Redington Beach
Attn: Mayor James Simons
105 164th Ave
Redington Beach, FL 33708

Subject: **Notice of Intended Agency Action - Approval
Environmental Resource General Permit**

Project Name: Town of Redington Beach Stormwater Retrofits (W220)
App ID/Permit No: 814847 / 47029889.003
County: Pinellas
Expiration Date: December 29, 2025
Sec/Twp/Rge: S05/T31S/R15E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Lynn T. Burnett, P.E., LTA Engineers



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Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
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SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
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January 25, 2021

Town of Redington Beach
Attn: Mayor James Simons
105 164th Ave
Redington Beach, FL 33708

Subject: **Notice of Agency Action - Approval
Environmental Resource General Permit**

Project Name: Town of Redington Beach Stormwater Retrofits (W220)
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County: Pinellas
Expiration Date: December 29, 2025
Sec/Twp/Rge: S05/T31S/R15E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Rule 62-330.451 F.A.C., F.A.C.
Exhibit A
Notice of Authorization to Commence Construction
Notice of Rights
cc: Lynn T. Burnett, P.E., LTA Engineers

Specific Condition(s): Rule 62-330.451 F.A.C., F.A.C.

1. A general permit is granted to counties, municipalities, state agencies and water management districts to construct, operate, and maintain stormwater retrofit activities as authorized below for improving existing surface water and stormwater systems. This general permit may be used in conjunction with exempt activities.
2. Types of stormwater retrofit activities authorized under this general permit are:
 - (a) Construction or alteration that will add additional treatment or attenuation capacity and capability to an existing stormwater management system;
 - (b) The modification, reconstruction, or relocation of an existing stormwater management system or stormwater discharge facility;
 - (c) Stabilization of eroding banks, and installation of structures such as gabions to limit bank erosion; or
 - (d) Excavation or dredging to remove sediments or other pollutants that have accumulated in existing surface waters as a result of stormwater runoff and stormwater discharges, provided the material removed is not deposited in existing wetlands or other surface waters.
3. Stormwater retrofit activities shall not:
 - (a) Be proposed or implemented for the purpose of providing the water quality treatment or flood control needed to serve new development or redevelopment; or
 - (b) Include a dam that has more than 50 acre-feet of storage capacity if the dam is more than five feet high, nor a dam having a height of ten or more feet, regardless of storage capacity. Height is measured from the top of the dam to the natural bed of the stream or watercourse at the downward toe of the dam, or from the lowest elevation of the outside limit of the dam to the maximum elevation of the dam.
4. There is no limit to the acreage of stormwater retrofit activities in artificial waters. Work in wetlands and non-artificial surface waters shall be limited to no more than 0.5 acre.
5. A stormwater quality retrofit activity must result in at least one of the following:
 - (a) Addition of treatment capacity to an existing stormwater management system such that it reduces stormwater pollutant loadings to receiving waters;
 - (b) Addition of treatment or attenuation capability to an existing developed area when either the existing stormwater management system or the developed area has substandard stormwater treatment or attenuation capabilities, compared to what would be required for a new system requiring a permit under part IV of chapter 373, F.S.; or
 - (c) Removal of pollutants generated by, or resulting from, previous stormwater discharges.
6. A water quantity retrofit project proposed to reduce existing flooding problems must be designed in such a way that the project does not:
 - (a) Result in a net reduction in water quality treatment provided by the existing stormwater management system; nor
 - (b) Increase discharges of untreated stormwater entering receiving waters.
7. The project must be designed, constructed, and implemented as a complete, stand-alone project within the construction phase duration of a general permit, and such that it will not at any time during its construction or operation:
 - (a) Cause or contribute to any water quality violations;
 - (b) Contribute to any existing violation if it discharges pollutants into waters where existing ambient water quality does not meet water quality standards for those pollutants. In such a case, the project must include measures that will cause a net improvement in the receiving waters for those pollutants in accordance with section 373.414(1)(b)3., F.S.;
 - (c) Adversely affect the value of functions provided to fish and wildlife by wetlands or other surface waters;
 - (d) Adversely affect the hydroperiod of wetlands on adjacent lands or the hydroperiod of other wetlands upstream, downstream, or adjoining to the work area under subsection (4), above;
8. The entity conducting this general permit must conduct at least one pre-notice meeting with Agency staff having responsibility for the review of the proposed activities. The notice required in rule 62-330.402, F.A.C., shall include materials reflecting the recommendations of the Agency discussed during that meeting, and

demonstrating compliance with the above, including a certification by a registered professional that the proposed activity will meet the criteria specified above. Such certification shall include appropriate design analyses, pollutant loading analyses, modeling and other engineering calculations, drawings, specifications and other information to support, describe, verify, and document the registered professional's certification.

9. Nothing in this general permit will preclude a county or municipality from obtaining and implementing a Basin Management Action Plan with water quality credits for activities performed under this authorization.
10. Within 30 days after completion of construction, a registered professional shall submit certification that construction was completed in substantial conformance with the plans and calculations that were submitted in the notice to use this general permit.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.118(6), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), (6), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418 FS. History—New 10-1-13, Amended 6-1-18.

EXHIBIT A

GENERAL CONDITIONS:

The following general permit conditions are binding upon the permittee and are enforceable under Part IV of Chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under Section 403.814(12), F.S.

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to those governing the "take" of listed species).
3. The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under this general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
10. A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida*

Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
 - b. The maximum width of the construction access area shall be limited to 15 feet;
 - c. All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
 - d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in the general permit, activities must not:
 - a. Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
 - b. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.
16. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall immediately contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.
17. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-

listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

- a. All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - b. All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - c. All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
 - d. Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
 - e. Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
 20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History-New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Town of Redington Beach Stormwater Retrofits (W220)

PROJECT NAME

Water Quality Treatment System

PROJECT TYPE

Pinellas

COUNTY

S05/T31S/R15E

SEC(S)/TWP(S)/RGE(S)

Town of Redington Beach

PERMITTEE

APPLICATION ID/PERMIT NO: 814847 / 47029889.003

DATE ISSUED: January 25, 2021



David Kramer, P.E.

Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



FLORIDA MUNICIPAL SERVICES
c/o 17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 202-6825

April 1, 2021

Meeting Date: April 7, 2021
Agenda Items 9B

Continued Advertised Public Hearing

MEMORANDUM

TO: Honorable Mayor and Members, Redington Beach Town Commission

FROM: Bruce Cooper, CBO, CFM, Building Official
R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Proposed Ordinance 2020-14, Stormwater Management Requirements

EXECUTIVE SUMMARY

Ordinance 2019-10 imposes mitigative stormwater techniques on site development, applied in part through the stormwater management process. The current stormwater regulations also required updating and clarification. Ordinance 2020-14 implements and is consistent with Ordinance 2019-10 and resolves numerous problems in the current code. The companion Resolution 2020-13 establishes the Stormwater Management Utility Fee. The LPA found the Ordinance consistent with the Comprehensive Plan and recommended its adoption. **STAFF RECOMMENDS THAT THE BOARD ADOPT ORDINANCE 2020-14 ON SECOND READING.**

BACKGROUND

Applicant

Town of Redington Beach

April 2, 2021

Affected Area Entire Town

THE REQUEST

To adopt Ordinance 2020-14 on second reading.

NOTICE

The Clerk's office will advise as to the notice given of this advertised public hearing.

AUTHORITY

Pursuant to §§ 4 and 5 of the Town Charter, the Town is governed by the Board of Commissioners which may exercise all powers available to a municipality under the Constitution and laws of the State of Florida. Those powers include preparing and adopting (via § 15-56 of the Town Code), a comprehensive plan for the Town and related land development and other, related, regulations.

The proposed amendment to the Town's Stormwater Code is an amendment to a land development regulation as defined by § 163.3164(26), F.S. Accordingly, this Board has the authority to adopt Ordinance 2020-14.

ANALYSIS

As a preliminary note, it should be pointed out that draft Ordinance 2020-14's Articles I, II and III, were reviewed and approved by the Town's National Pollution Discharge Elimination System (NPDES) Consultant. It should also be noted that the version of the Ordinance pending second reading merges the legal updates and refinements proposed by the Town Attorney with the technical amendments proposed by Staff.

As the staff proposal on first reading was amended, some of the substantive changes were removed.

However, Ordinance 2020-14 does revise the language dealing with the collection of the

April 2, 2021

Stormwater Management Utility Fee to reflect the reality of how the fee is administered by Pinellas County Utilities. The Ordinance takes out the fee currently set in the Code and provides for setting the fee by Resolution. So as not to leave a vacuum where the fee will be set, Resolution 2020-13 must be adopted concurrently with the adoption of the Ordinance.

The Ordinance also establishes stormwater management requirements with a statement of intent, performance standards, design standards, and prescriptive design requirements. These requirements import into the Town Code and codify best stormwater management practices to help mitigate the impact of the higher ISR permitted by Ordinance 2019-10. These requirements are consistent with and implement State and Federal law.

COMPREHENSIVE PLAN CONSISTENCY

First, Ordinance 2020-14 implements the mandate of the Comprehensive Plan Amendment adopted by Ordinance 2019-10:

- .. The land development regulations implementing this Policy shall:
 - 1. reaffirm the Building Official's authority to enforce this Policy;
 - 2. provide that the Building Official may confer with engineers and with professionals in other relevant fields to provide comprehensive review and approval of drainage plans and specifications for any project that increases the impervious surface ratio on the subject property.
 - 3. The drainage design, construction and inspection requirements shall be consistent with the Town's land development regulations, and with the Pinellas County Stormwater Manual (February 1, 2017).
 - 4. More generally, the goals of stormwater management are to minimize the adverse effects of urban development on communities, watersheds, water bodies, wetlands, floodplains and other natural systems. These goals should be applied to redevelopment situations so that existing stormwater conditions are appropriately improved with reconstruction. More specifically, these goals include:
 - a. Reducing pollutant concentrations and loadings to a level to ensure that discharges do not cause or contribute to violations of State water quality

April 2, 2021

- standards.
 - b. Preventing or reducing on-site and off-site flooding.
 - c. Maintaining or restoring the hydrologic integrity of wetlands and aquatic habitats.
 - d. Maintaining and promoting groundwater recharge.
 - e. Promoting the reuse of rainfall and stormwater.
 - f. Minimizing erosion and sedimentation.
 - g.. Accounting for impacts to the project based on sea level rise projections.
5. The Town shall adopt, implement and maintain a Standard Details Manual to supplement the Pinellas County Stormwater Manual in order to provide guidance and criteria to the design and building community for best management practices unique to the Town's character.

The Ordinance is also consistent with and implements the following Comprehensive Plan Policies:

[FLU] Policy 1.1.2

Residential areas shall be located and designed to protect life and property from natural and manmade hazards such as flooding, excessive traffic, subsidence, noxious odors, and noise.

[FLU] Policy 1.1.4

The Town shall continue to implement performance standards, such as buffering and open space requirements, within the land development regulations, as appropriate.

[FLU] Objective 1.5

All development orders and permits for development and redevelopment activities shall be issued only if the public facilities necessary to meet the level-of-service standards as adopted pursuant to this comprehensive plan, are available concurrent with the impacts of the development.

[FLU] Policy 2.3.1

The Town of Redington Beach, acknowledging its particular vulnerability to coastal hazards as a barrier island community, recognizes the entire town as within the Coastal Storm Area ...

April 2, 2021

[FLU] Policy 3.1.4

The land development regulations shall contain specific and detailed provisions required to implement this comprehensive plan, which, at a minimum:

...

7. Provide for drainage and stormwater management, based on the minimum criteria established by the Southwest Florida Water Management District, the Town of Redington Beach or other appropriate governmental agencies;
8. Provide requirements for the provision of open space, and safe and convenient on-site traffic flow and parking requirements;
9. Encourage the use of native vegetation in the landscaping of multi-family and commercial developments; and
10. Provide provisions for the control of erosion and runoff from construction sites.

IE Policy 1.2.4

The Town shall continue to promote the use of native and drought-tolerant landscaping as a means of conserving water.

IE Goal 2:

To endeavor to provide an efficient drainage system which protects human life, minimizes property damage, and improves stormwater quality and on-site retention.

IE Objective 2.1

The Town shall seek to improve the stormwater drainage system located within its municipal boundaries.

IE Policy 2.1.1

Ensure that surface cover vegetation loss during construction is minimized or replaced to reduce erosion and flooding.

IE Policy 2.1.2

Ensure that the developer or owner of any new development or redevelopment site is responsible for the on-site management of stormwater runoff so that post-development runoff rates, volumes, and pollutant loads do not exceed predevelopment conditions.

April 2, 2021

IE Policy 2.1.3

Future drainage outfalls associated with either new development or redevelopment, shall be designed to prevent the direct discharge of runoff into Boca Ciega Bay or the Gulf of Mexico.

IE Policy 2.1.4

Implement the town's Watershed Management Plan in conjunction with the Southwest Florida Water Management District to address existing drainage and flooding conditions.

IE Objective 2.2

All development within the Town of Redington Beach shall meet the adopted level-of-service standard for stormwater drainage.

IE Policy 2.2.1

All development activity shall adhere to the level-of-service standard for drainage requirements of the 25 year, 24 hour rainfall storm design standard.

IE Policy 2.2.2

New development, redevelopment, and rehabilitation shall meet and maintain the standards established by the Florida Department of Environmental Regulation for the Outstanding Florida Waters and Aquatic Preserve designations of Boca Ciega Bay that require an additional fifty percent storage and treatment on site.

IE Policy 2.2.3

The following management techniques shall be used to reduce stormwater runoff:

1. Expansion and regular maintenance of retention swales adjacent to town roadways; and
2. Use of front, rear and side lot line swales for new construction or redevelopment;
3. Use of erosion and runoff control devices during construction/

IE Policy 2.2.4

The land development regulations shall continue to enforce provisions which, at a minimum, protect natural drainage features found within the Town as follows:

April 2, 2021

1. All applications for development approval within those areas identified as coastal high hazard area shall undergo site plan review;
2. The flood-carrying and flood storage capacity of the 100-year floodplain shall be maintained;
3. Development along Boca Ciega Bay shall maintain adequate setbacks to maintain any existing areas of natural coastal/marine habitat;
4. The prevention of erosion, retardation of runoff and protection of natural functions and values of the floodplain shall be considered while promoting public usage; and
5. The Town shall require development or redevelopment proposals to be consistent with the performance standards regulating development within the designated floodplain.

IE Objective 2.3

The Town shall take positive steps to implement its Watershed Management Plan.

IE Policy 2.3.1

The Town shall assess existing conditions and recommend modifications or cures to relieve existing drainage problems.

IE Policy 2.3.2

Consistent with budget allocations, the Town shall continue to retrofit the existing drainage system in conjunction with the Southwest Florida Water Management District.

Accordingly, the proposed ordinance is consistent with, and implements, numerous Goals, Objectives and Policies of the Town of Redington Beach Comprehensive Plan.

RECOMMENDATION

THAT ORDINANCE 2020-14 BE ADOPTED ON SECOND READING AND THAT RESOLUTION 2020-13 BE ADOPTED CONCURRENTLY.

1
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.

WHEREAS, Section 163, Part II, Florida Statutes, establishes the requirements of the Community Planning Act and governs local government comprehensive planning and land development regulation; and

WHEREAS, The Town of Redington Beach adopted its Comprehensive Plan in October 1989, and has periodically revised and amended the Plan in order to ensure it remains current and responds to current needs and opportunities; and

WHEREAS, by Ordinance 2019-10, the Town Amended its Comprehensive Plan to permit an Impervious Surface Ratio of 0.65 (65%) in the Town's Residential Designations; and

WHEREAS, The Building Official and Town Planner of the Town of Redington Beach recommended that the Comprehensive Plan be amended to update the impervious surface ratio requirement subject to the adoption of mitigating requirements for stormwater management; and

WHEREAS, those mitigative measures are implemented in part through the stormwater management process; and

WHEREAS, the Town of Redington Beach Planning Board, in its capacity as the Town's Local Planning Agency has reviewed this Ordinance, found it to be consistent with the Town's Comprehensive Plan and recommended its approval; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to implement the recommendations of the Planning Board to update the stormwater management requirements of the Town Code;

WHEREAS, the Commission therefore finds that it is in the best interests of the Town, and its citizens and property owners 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 18.5, Articles I, II and III are hereby amended to read as follows:

Chapter 18.5 - STORMWATER

ARTICLE I. - IN GENERAL

Sec. 18.5-1. - Intent.

This chapter is adopted by the Town of Redington Beach for the purpose of maintaining efficient, economic and safe operation of the separate storm sewers, and for the protection of the health, safety, and general welfare of the public. This chapter is intended to prevent and abate pollution through the regulation and control of connections and discharges to the town's separate storm systems and to limit the use of the separate storm sewer system to the collection, conveyance, treatment, and disposal of stormwater through appropriate regulation and enforcement. The prohibitive discharge standards contained herein were developed under the authority of ~~Section 5~~ of the Clean Water and Florida Air and Water Pollution Control Acts and 40 CFR 122, applicable ~~DER~~, Florida Department of Environmental Protection (FDEP), and Southwest Florida Water Management District (SWFWMD) regulations and applicable home rule power.

Sec. 18.5-2. - Definitions.

The following definitions shall apply to the provisions of this article:

Authorized official means any employee or agent of the Town of Redington Beach authorized in writing by the mayor to administer or enforce the provisions of this article.

Discharge means any direct or indirect introduction of any solid, liquid or gaseous matter.

Illicit discharge means any discharge to a separate storm sewer that is not composed entirely of stormwater except discharges pursuant to a National Pollution Discharge Elimination System (NPDES) permit (other than NPDES permit for discharges from the separate storm sewer) and discharges resulting from firefighting activities.

Person means any natural individual, corporation, partnership, institution or other entity.

~~*Site of industrial activity means any area or facility used for manufacturing, processing or raw materials storage, as defined under 40 CFR Section 122.26(b)(14) of regulations of the U.S. Environmental Protection Agency as amended.*~~

Separate stormwater system means the system of conveyances used for collecting, storing and transporting stormwater owned by the Town of Redington Beach but not included any facilities intended to be used in accordance with applicable law for collecting and transporting sanitary or other waste water.

Stormwater means any stormwater runoff, and surface runoff and drainage.

Sec. 18.5-3. - Illicit discharges.

(a) *General prohibitions.* Except as set forth under subsection (c) of this section or as in accordance with a valid NPDES permit, any discharge to the separate stormwater system that is not composed entirely of stormwater is prohibited.

(b) *Specific prohibitions.*

(i) Any discharge to the separate stormwater system containing any sewage, industrial waste or other waste materials, or containing any materials in violation of federal, state, county, municipal, or other laws, rules, regulations, orders or permits, is prohibited.

~~(ii) *Any discharge from a lot developed after the effective date of Ordinance 2020-14 which is developed with an impervious surface ratio greater than 0.65 is prohibited.*~~

~~(iii) *Any discharge from a construction site is prohibited.*~~

(c) *Authorized exceptions.* The following discharges are exempt from the general prohibition set forth under subsection (a) of this section, flows from firefighting, waterline flushing and other contributions from potable water sources, landscape irrigation and lawn watering, irrigation water, ~~diverted stream flows~~, ~~tidal backflows~~, rising groundwater, direct infiltration to the separate stormwater system, uncontaminated pumped groundwater, foundation and footing drains, water from crawl space pumps, air conditioning condensation, springs, individual residential car washing, flows from riparian habitats and wetlands.

(d) *Illicit connections.* No person may maintain, use or establish any direct or indirect connection to the separate stormwater system that results in any discharge in violation of this chapter. This prohibition applies to connections made in the past, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.

Sec. 18.5-4. - Spills and dumping.

(a) *General prohibitions.* Except as set forth under subsection 18.5-3(c) of this chapter or as in accordance with a valid NPDES permit, any discharge to the separate stormwater system that is not composed entirely of stormwater is prohibited.

(b) *Specific prohibitions.*

(i) Any discharge to the separate stormwater system containing any sewage, industrial waste or other waste materials, or containing any materials in violation of federal, state, county, municipal, or other laws, rules, regulations, orders or permits, is prohibited.

~~(ii) Any discharge from a lot developed after the effective date of Ordinance 2020-14 which is developed with an impervious surface ratio greater than 0.65 is prohibited.~~

~~(iii) Any discharge from a construction site is prohibited.~~

(c) *Notification of spills.* As soon as any person has knowledge of any discharge to the correct separate stormwater system in violation of this chapter, such person shall immediately notify the town clerk or his/her designee by telephoning (727) 391-3875, and if such person is directly or indirectly responsible for such discharge, then such person shall also take immediate action to ensure the containment and clean up of such discharge and shall confirm such telephone notification in writing to the town clerk or his/her designee at Town Hall, 105 164th Avenue, Redington Beach, Florida 33708, within three calendar days.

Sec. 18.5-5. - Inspections and monitoring.

(a) *Authority for inspections.* Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or regulation or permit issued hereunder, or whenever an authorized official has reasonable cause to believe there exists any condition constituting a violation of any of the provisions of this chapter, or regulation or permit issued hereunder, any authorized official may enter any property, building or facility at any reasonable time to inspect the same or to perform any duty related to enforcement of the provisions of this chapter or any regulations or permits issued hereunder; provided that (1) if such property, building or facility is occupied, such authorized official shall first present proper credentials and request permission to enter, and (2) if such property, building or facility is unoccupied, such authorized official shall make a reasonable effort to locate the owner or other person having charge or control of the property, building or facility, and shall request permission to enter. Any request for permission to enter made hereunder shall state that the owner or person in control has the right to refuse

entry, and that in such event that entry is refused, the authorized official may enter to make inspection only upon issuance of an inspection search warrant issued pursuant to Florida Statutes § 933.20, et. seq. by a duly authorized magistrate. If the owner or person in control refuses permission to enter after such request has been made, the authorized official is hereby authorized to apply for an inspection warrant ~~seek assistance from any court of competent jurisdiction in obtaining entry~~. Routine or area-wide inspections shall be based upon such reasonable selection processes as may be necessary to carry out the purposes of this chapter, including but not limited to random sampling and sampling in areas with evidence of stormwater contamination, nonstormwater discharges, or similar factors.

(b) *Authority for monitoring and sampling.* Any authorized official may install and maintain such devices as are necessary to conduct sampling or metering of discharges to the separate stormwater system. During any inspections made to enforce the provisions of this chapter, or regulations or permits issued hereunder, any authorized official may take any samples deemed necessary.

(c) *Requirements for monitoring.* ~~The director of public works~~ Town Building Official may require any person engaging in any activity or owning any property, building or facility to undertake such reasonable monitoring of any discharge(s) to the separate stormwater system and to furnish periodic reports.

Sec. 18.5-6. - Administrative order.

The town clerk or his/her designee may issue an order to any person to immediately cease any discharge, or eliminate any connection to the separate storm sewer system, determined by the town clerk or his/her designee to be in violation of any provision of this chapter, or in violation of any regulation or permit issued hereunder.

Sec. 18.5-7. - Penalties.

Failure to comply with the requirements of this chapter or any permit or approval granted or authorized hereunder shall constitute a violation of this chapter. Violations of the provisions of this chapter shall be noticed and prosecuted pursuant to the provisions of Article III of Chapter 2 of the Code, as well as any other available state or federal remedy governing such conduct, — ~~upon conviction, be punished by a fine not to exceed \$500.00 per day or by imprisonment in the county jail, not to exceed 60 days or by both fine and imprisonment pursuant to the provisions of F.S. § 125.69 Florida Law. If a violation be continued, each day of such violation shall constitute a separate offense.~~

Sec. 18.5-8. - Civil remedies.

In addition to the penalties provided in section 18.5-7 6, the board of commissioners is hereby authorized to institute any appropriate action or proceeding, including suit for injunctive relief, in order to prevent or abate violations of this chapter.

Secs. 18.5-9—18.5-19. - Reserved.

ARTICLE II. - STORMWATER MANAGEMENT UTILITY FEES

Sec. 18.5-20. - Created.

Pursuant to Florida Statutes § 403.0893(1), a stormwater management utility fee, also referred to hereinafter as "fee," is hereby created and imposed on all developed property within the town for services and facilities provided by the stormwater management program. ~~For the purpose of imposing the fee, all developed property within the town shall be classified as residential property.~~

Sec. 18.5-21. - Schedule of rates.

(a) The Stormwater Management Utility fee ~~for "residential property"~~ is the rate of \$7.50 per month multiplied by the number of dwelling units, hotel or motel units and/or business units existing on the property.

~~(b) Public rights-of-way and other public properties are exempt from the fee~~ shall be set by the board of commissioners by resolution from time to time.

Sec. 18.5-22. - Billing, payment, penalties and enforcement.

(a) Bills for stormwater service shall be rendered bimonthly by ~~the~~ Pinellas County ~~Water System~~ Utilities as agent for the town. The fixed monthly charge shall take effect ~~October 1, 1995~~ as provided by resolution.

(b) If any bills shall not be paid ~~within seven days after the date it has been declared delinquent,~~ in accordance with the policies and practices of Pinellas County Utilities, ~~water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges~~ enforcement shall occur in accordance with the policies and practices of Pinellas County Utilities.

(c) ~~Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as are otherwise set forth for the utility fees administered by the town. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that they are notified for delinquent water, garbage and sewer bills. Failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services~~ processed in accordance with the policies and practices of Pinellas County Utilities.

Secs. 18.5-23—18.5-29. - Reserved.

ARTICLE III. - STORMWATER UTILITY FUND

Sec. 18.5-30. - Created.

Pursuant to Florida Statutes § 403.0893(2), ~~There shall be~~ is established a stormwater management utility fund for the deposit of all fees collected pursuant to this chapter. The fund will be used exclusively to provide services and facilities related to the stormwater management program. The funds shall be used only for the following expenditures and shall be held as trust funds of the town.

- (1) Operation and maintenance of stormwater management facilities under the jurisdiction of the town;
- (2) Costs for the evaluation, design, construction management, and construction of major and minor structural improvements of the stormwater management infrastructure;
- (3) Administrative costs related to the management of the stormwater program;
- (4) Management services such as permit review and planning and development review related to the stormwater management program; and
- (5) Debt service financing of capital improvements related to the stormwater management program in accordance with F.S. §§ 403.0891 and 403.0893.

Section 2. Chapter 18.5 of the Town Code, as amended, is further amended by the insertion therein of a new Article V following Article IV as inserted by Ordinance 2020-03, to read as follows:

ARTICLE V
STORMWATER MANAGEMENT REQUIREMENTS

Sec. 18.5-50 - Intent.

It is the intent of this article to define when and how stormwater improvements will be required of development. The Town of Redington Beach recognizes that development has an impact on the amount of stormwater generated and that development should accommodate any additional stormwater that is created.

Sec. 18.5-51 - Applicability.

Development and redevelopment of a site shall be required to create infiltration adequate to accommodate any newly created impervious surface. Infiltration shall be designed in compliance with the Town Standard Details (Article IV). A development may offset the creation of impervious surface with the removal of existing impervious surface in the same amount.

Sec. 18.5-52 - Performance standards.

All development must be designed, constructed and maintained to meet the following performance standards:

1. Stormwater runoff. While development activity is under way and after it is completed, the characteristics of stormwater runoff shall approximate the rate, volume, quality, and timing of stormwater runoff that occurred under the site's natural unimproved state. The onsite stormwater system shall be designed to accommodate the 25-year, 24-hour storm event (9 inches in a 24-hour period). Where minor additions of impervious surface are created, at a minimum, the first one inch of stormwater runoff shall be treated in an off-line retention system or according to other best management practices, as prescribed by all applicable rules and regulations of the Florida Department of Environmental Protection (FDEP) and the Southwest Florida Water Management District (SWFWMD).
2. Water quality. The proposed development and development activity shall not violate the water quality standards as set forth in the Florida Administrative Code.
3. Retention areas and controls. Adequate retention areas and controls, and swales along front, rear and side yard lot lines, as appropriate, shall be designed into new development, and shall be so designed as to ensure the probability of flooding either upstream or downstream owners' property is not increased.
4. Erosion, runoff control during construction. The use of erosion and runoff control devices is required while development activity is underway.

Sec. 18.5-54 - Design standards.

To comply with the foregoing performance standards, the proposed stormwater management system shall conform to the following design standards:

1. Detention and retention systems shall be designed in conformance with the rules and regulations of FDEP and SWFWMD.
2. To the maximum extent practicable, natural systems shall be used to accommodate stormwater.
3. The proposed stormwater management system shall be designed to accommodate the stormwater that originates within the development and the stormwater that flows onto or across the development from adjacent lands.
4. The proposed stormwater management system shall be designed to function properly for a minimum of a 20-year life.
5. The Building Code Administrator may require the design and construction of the proposed stormwater management system to be certified as meeting the requirements of this ordinance by a professional engineer registered in the State of Florida.
6. No surface water may be channeled or directed into a sanitary sewer.
7. The proposed stormwater management system shall be compatible with the drainage systems or drainageways on surrounding property or streets, taking into account the possibility that substandard systems may be improved in the future.
8. Water reuse and conservation shall, to the maximum extent practicable, be achieved, by incorporating the stormwater management system into irrigation systems serving the development.
9. Notwithstanding any other provision of this ordinance, no new point sources shall be permitted to discharge from the Town of Redington Beach into Boca Ciega Bay or into ditches or canals that flow into the bay.

Sec. 18.5-55 - Prescriptive Design.

For all developments the Town Standard Details sheets 700.1-700.8 (Sec. 18.5-^) shall control the design concept.

The following formula for providing infiltration shall be deemed adequate by the Town:

1. Development of a new building: (length of lot + width of lot + length of lot) * 3.5 = total square feet of infiltration trench required on lot (utilizing the Town Standard Detail for Typical Infiltration Trench, sheet 700.6 or Heavy Duty Infiltration Trench, sheet 700.7.)
2. Additional development on an existing building site may be addressed in one of the following ways:
 - a. (length of new impervious surface + width of new impervious surface + length of new impervious surface) * 3.5 = total square feet of infiltration trench required on lot (utilizing the Town Standard Detail for Typical Infiltration Trench, sheet 700.6 or Heavy Duty Infiltration Trench, sheet 700.7. installed to a depth of two feet)
 - b. 9 inches * the surface area of the new impervious surface = total square feet of infiltration trench required on lot (utilizing the Town Standard Detail for Typical Infiltration Trench, sheet 700.6 or Heavy Duty Infiltration Trench, sheet 700.7. installed to a depth of two feet)
3. All stormwater shall be directed towards infiltration.

Section 3. 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 4. 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 5. 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 6. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 17th day of February, 2021, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the 7th day of April, 2021, by the
Board of Commissioners of the Town of Redington Beach, Florida.

David Will, Mayor

Attest:

Missy Clarke, CMC, Town Clerk

	Motion	Seconded	Aye	Nay	Absent
Commissioner					
Commissioner Cariello					
Commissioner Skjoldager					
Vice Mayor Dorgan					
Mayor Will					



FLORIDA MUNICIPAL SERVICES
c/o 17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 202-6825

April 2, 2021

Advertised Public Hearing
Meeting Date: April 7, 2021
Agenda Item: 9.C.

MEMORANDUM

TO: Honorable Mayor and Members, Redington Beach Board of Commissioners

FROM: R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Ordinance 2020-01, Comprehensive Plan Amendment, Water Supply Facilities
Work Plan

Staff requests that the public hearing on this matter be opened and continued to a date and time certain. This matter was advertised for Planning Board for March 30 and for Town Board for April 7, 2021 to take advantage of the need to advertise another Comprehensive Plan Amendment. However, other items on the March 30 Planning Board agenda, which were all inter-related, took up the time needed to prepare this item for that Board. Therefore, the item has not been heard by the Planning Board and thus is not ready to be heard by the Town Board.

Further, the Town has received recommendations and comments on this item from the State reviewing agencies, including late-arriving comments from Pinellas County Utilities and Tampa Bay Water. The State has been advised that the amended document will be submitted to the state by June 9, 2021.

Planning Board continued its public hearing on this item to April 27, 2021. Staff requests that the Town Board continue this matter to May 5, 2021 at 6,30 pm.

BRUCE McLAUGHLIN CONSULTING SERVICES, INC.

900 Gulf Boulevard, Suite 303
Indian Rocks Beach, Florida 33785
Phone: 727/595-7634 Cell: 727/244-7311
Email BruceSandy@aol.com

April 2, 2021

TRB

Advertised Public Hearing

Meeting Date: April 7, 2021

Agenda Item: 10.A

M E M O R A N D U M

TO: Honorable Mayor and Members, Redington Beach Town Commission

FROM: R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Stormwater Utility Fee

EXECUTIVE SUMMARY

Section 18.5-21(a) of the Town Code, adopted in 2006 and unchanged since, sets the Stormwater Utility Fee at \$7.50 per unit per month. The Town is embarking on major stormwater improvements, some funded by grants from other entities, and which improvements are consistent with and implement the Town's Comprehensive Plan. Per the Town's Special Stormwater Engineer, to properly fund the planned stormwater improvements, the Stormwater Utility Fee should be set at \$15.00 as set out in proposed Resolution 2020-13. The LPA found Resolution 2020-13 consistent with the Comprehensive Plan and recommended its approval. **STAFF RECOMMENDS RESOLUTION 2020-13 BE ADOPTED.**

BACKGROUND

Applicant	Town of Redington Beach
Affected Area	Entire Town

THE REQUEST

That Resolution 2020-13 be adopted.

NOTICE

The Clerk's office will advise as to the notice given of this advertised public hearing.

April 2, 2021

AUTHORITY

Pursuant to §§ 4 and 5 of the Town Charter, the Town is governed by the Board of Commissioners which may exercise all powers available to a municipality under the Constitution and laws of the State of Florida. Those powers include preparing and adopting (via § 15-56 of the Town Code), a comprehensive plan for the Town and related land development and other, related, regulations.

These authorized regulations include a Stormwater Utility Fee as specifically permitted by Section 403.0893, Florida Statutes. Thus, the Board not only has general governmental and planning authority to adopt this Resolution, it has a specific grant of powers for the Resolution.

The stormwater system improvements to be funded by the increased Stormwater Utility Fee are established in the Comprehensive Plan's Infrastructure Element and identified in the Schedule of Capital Improvements in the Comprehensive Plan's Capital Improvements Element (CIE). Thus, providing the funding required by the CIE is a part of the conduct of the comprehensive planning program and it is within the Board's jurisdiction.

HISTORY

The current Stormwater Utility Fee was set by Ordinance 2006-04 in August, 2006. That Ordinance raised the fee from \$2.50 per month to \$7.50 per month. The background of the fee was established:

Attorney Amadio reported that the proposed Ordinance 2006-04 is to raise the stormwater fees from \$2.50 per month to \$7.50 per month. A discussion followed on the debts incurred in the Stormwater fund, the loan to be repaid and the Phases of the stormwater improvements underway and their projected costs. Mark Deighton of the Finance Committee explained the costs and the depreciation required and how the future costs are calculated. Mr. Deighton stated this increase will cover the costs of Phase I of the project and future increases will be needed to cover future Phases of the improvements to the Stormwater System.

As part of the overall rewrite of the Town Code, Chapter 18.5 is being rewritten. Staff recommended, and the Town Board has concurred, that Chapter 18.5 no longer include the actual Stormwater Utility Fee but that said fee be established by resolution. The current Resolution establishing the Stormwater Utility Fee is Resolution 2020-13, the subject of this report.

April 2, 2021

Resolution 2020-13 was reviewed by the Town's Finance Committee in January, 2021. The Redington Beach Planning Board, exercising its "general responsibility for the conduct of the comprehensive planning program," (Section 163.3174(4), Florida Statutes,) reviewed the Resolution on March 30, 2021. These reviews were based on an earlier version of the report of the Town's Special Stormwater Engineer (Attachment).¹

Based on said review, the Finance Committee adopted the recommendation of the Stormwater Engineer and recommended increasing the Stormwater Utility Fee to \$15.00 per unit per month except for the two multi-family units (La Contessa, 16326 Gulf Boulevard, and Vizcaya, 16300 Gulf Boulevard) with onsite stormwater management facilities for which the fee would be \$11.25 per unit per month. The Special Stormwater Engineer concurs with this recommendation.

The Planning Board also concurred in this recommendation and found Resolution 2020-13 to be consistent with the Town's Comprehensive Plan.

COMPREHENSIVE PLAN CONSISTENCY

Enhancing the Town's stormwater management system, as the increase Stormwater Utility Fee will permit, is consistent with the Future Land Use Element (FLU) and Infrastructure Element (IE) of the Town's Comprehensive Plan as follows:

[FLU] Policy 1.1.2

Residential areas shall be located and designed to protect life and property from natural and manmade hazards such as flooding, excessive traffic, subsidence, noxious odors, and noise.

[FLU] Objective 1.5

All development orders and permits for development and redevelopment activities shall be issued only if the public facilities necessary to meet the level-of-service standards as adopted pursuant to this comprehensive plan, are available concurrent with the impacts of the development.

[FLU] Policy 2.3.1

The Town of Redington Beach, acknowledging its particular

¹ The major change in the engineer's report was a refinement of the number of units in the Town which lead to a minor revision in the length of time to complete the prescribed work.

April 2, 2021

vulnerability to coastal hazards as a barrier island community,
recognizes the entire town as within the Coastal Storm Area ...

[FLU] Policy 3.1.4

The land development regulations shall contain specific and detailed provisions required to implement this comprehensive plan, which, at a minimum:

...

7. Provide for drainage and stormwater management, based on the minimum criteria established by the Southwest Florida Water Management District, the Town of Redington Beach or other appropriate governmental agencies;

...

10. Provide provisions for the control of erosion and runoff from construction sites.

IE Goal 2:

To endeavor to provide an efficient drainage system which protects human life, minimizes property damage, and improves stormwater quality and on-site retention.

IE Objective 2.1

The Town shall seek to improve the stormwater drainage system located within its municipal boundaries.

IE Policy 2.1.2

Ensure that the developer or owner of any new development or redevelopment site is responsible for the on-site management of stormwater runoff so that post-development runoff rates, volumes, and pollutant loads do not exceed predevelopment conditions.

IE Policy 2.1.3

Future drainage outfalls associated with either new development or redevelopment, shall be designed to prevent the direct discharge of runoff into Boca Ciega Bay or the Gulf of Mexico.

IE Policy 2.1.4

Implement the town's Watershed Management Plan in conjunction with the Southwest Florida Water Management District to address existing drainage and flooding conditions.

April 2, 2021

IE Objective 2.2

All development within the Town of Redington Beach shall meet the adopted level-of-service standard for stormwater drainage.

IE Policy 2.2.1

All development activity shall adhere to the level-of-service standard for drainage requirements of the 25 year, 24 hour rainfall storm design standard.

IE Policy 2.2.2

New development, redevelopment, and rehabilitation shall meet and maintain the standards established by the Florida Department of Environmental Regulation for the Outstanding Florida Waters and Aquatic Preserve designations of Boca Ciega Bay that require an additional fifty percent storage and treatment on site.

IE Policy 2.2.3

The following management techniques shall be used to reduce stormwater runoff:

1. Expansion and regular maintenance of retention swales adjacent to town roadways; and
2. Use of front, rear and side lot line swales for new construction or redevelopment;
3. Use of erosion and runoff control devices during construction.

IE Policy 2.2.4

The land development regulations shall continue to enforce provisions which, at a minimum, protect natural drainage features found within the Town as follows:

1. All applications for development approval within those areas identified as coastal high hazard area shall undergo site plan review;
2. The flood-carrying and flood storage capacity of the 100-year floodplain shall be maintained;
- ...
4. The prevention of erosion, retardation of runoff and protection of natural functions and values of the floodplain shall be considered while promoting public usage; and
5. The Town shall require development or redevelopment

April 2, 2021

proposals to be consistent with the performance standards regulating development within the designated floodplain.

IE Objective 2.3

The Town shall take positive steps to implement its Watershed Management Plan.

IE Policy 2.3.1

The Town shall assess existing conditions and recommend modifications or cures to relieve existing drainage problems.

IE Policy 2.3.2

Consistent with budget allocations, the Town shall continue to retrofit the existing drainage system in conjunction with the Southwest Florida Water Management District.

Accordingly, based on the recommendations of the Town's Special Stormwater Engineer, setting the Stormwater Utility Fee at \$15.00 per unit per month (\$11.25 for La Contessa, 16326 Gulf Boulevard, and Vizcaya, 16300 Gulf Boulevard) is consistent with and implements the Town's adopted Comprehensive Plan.

SPECIAL STORMWATER ENGINEER'S REPORT AND RECOMMENDATION

The Special Stormwater Engineer's Report and Recommendation is found as an Attachment and is incorporated herein.

RECOMMENDATION

Based on the foregoing analysis, the report of the Special Stormwater Engineer and the findings and recommendations of the Finance Committee and Planning Board, **STAFF RECOMMENDS THAT THE TOWN BOARD ADOPT RESOLUTION 2020-13.**

RBMcL/m

C:\Red Bch\Town Board\2021-04-07\RB TB SW FEE 2021-04-07.wpd

ATTACHMENT
SPECIAL STORMWATER ENGINEER'S REPORT



STORMWATER ENGINEER'S REPORT FOR STORMWATER UTILITY RATE ASSESSMENT RESOLUTION

January 12TH, 2021

The following recommendations are in accordance with ORDINANCE 2020-02 and Land Development Code Article III, Section 18.5-30.

To adequately plan and budget for the stormwater utility functions for the Town of Redington Beach, the following summary of infrastructure and cost for replacement and maintenance is provided. This is the basis for establishing the stormwater utility assessment rates for future years:

STORM PIPES: There are approximately 38 outfall pipes which provide discharge of excess stormwater into the Canals and Boca Ciega Bay. The estimated cost for cleaning and removal of shellfish, and repair or replacement of each pipe is \$14,500 per pipe. The estimated cost town wide is = **\$395,000**.



**FAILED CORRUGATED METAL PIPES
TO BE REMOVED AND REPLACED AS NEEDED**



PIPE SLIP LINING AS NEEDED

WASTOP VALVES: Approximately 38 valves to be installed. Estimated cost = **\$285,000** which includes costs for the valves as well as installation by contractors.



WASTOP VALVE INSTALLATION

DRAINAGE SYSTEMS: total costs estimated for complete upgrade and retrofitting of existing drainage systems town wide. Estimate is based on SWFWMD historical average costs for Treated Area of Coastal LID Improvements. $39.4 \text{ Acres} \times \$46,847/\text{Acre} = \mathbf{\$1,845,000}$.



Updated on April 1st, 2021 by
Lynn T. Burnett, P.E., CFM
Florida Registered Professional Engineer No. 53226

ONGOING STORMWATER MAINTENANCE:

Repair and maintenance of existing and future facilities plus ongoing NPDES Reporting Costs = **\$42,500 annually.**

**SUMMARY OF REVENUE VERSUS EXPENDITURES:**

The current annual revenue generated by the stormwater utility fee is approximately **\$95,000**. Based on updated sea level rise projections, it is our professional recommendation that the infrastructure be completed over the next 10-15 years.

STORMWATER UTILITY RATE	ESTIMATED ANNUAL REVENUE	TOTAL PROJECTED EXENDITURES	# OF YEARS TO COMPLETE IMPLEMENTATION
CURRENT RATE = \$7.50 PER MONTH	\$ 90,090.00	\$ 2,525,000	28
RECOMMENDED RATE = \$15 PER MONTH	\$ 180,180	\$ 2,525,000	14
*ANALYSIS ASSUMES A MINIMUM OF \$42,500 IN REVENUE FROM GRANT FUNDING SOURCES ANNUALLY			

At the recommended rate of \$15/month, the annual assessment on each residential unit would increase from \$90 per year to \$180 per year.

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RESOLUTION 2020-13

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
REDINGTON BEACH, PINELLAS COUNTY, FLORIDA, SETTING THE
STORMWATER UTILITY MANAGEMENT FEE PURSUANT TO TOWN
CODE CHAPTER 18.5, ARTICLE II, MAKING RELATED FINDINGS;
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, Article II of Chapter 18.5 of the Town Code establishes and provides for the collection of Stormwater Management Utility Fees; and

WHEREAS, the current Stormwater Management Utility Fee was set in 2006, has not been amended since, and is found in Section 18.5-21 of the Town Code; and

WHEREAS, Section 18.5-21 has been amended to require the Town Board of Commissioners to set the Stormwater Management Fee by resolution; and

WHEREAS, the imposition of a Stormwater Management Fee is an equitable and efficient method of allocating and apportioning the cost of the Town's Stormwater Management Service among parcels of property that are burdening the Town's Stormwater System and thus specially benefitted by provision of the Stormwater Utility; and

WHEREAS, the Town has embarked on a program of capital improvements to its stormwater system, is seeking and has sought and obtained grants for said improvements; and

WHEREAS, the fee established by this Resolution has been reviewed by the Town's Finance Committee and recommended for adoption; and

WHEREAS, the fee established by this Resolution has been reviewed by the Town's Planning Board acting as the Local Planning Agency, and recommended for adoption; and

WHEREAS, the imposition of this fee is specifically authorized by Section 403.0893, Florida Statutes; and

WHEREAS, this Resolution has been presented to property owners in, and residents of, the Town at public hearings on December 8, 2020, December 16, 2020, March 30, 2021 and April 7, 2021.

1 **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF**
2 **COMMISSIONERS FOR THE TOWN OF REDINGTON BEACH, FLORIDA IN A**
3 **MEETING DULY ADVERTISED AND REGULARLY ASSEMBLED AS FOLLOWS:**
4

5 **Section 1 - Findings.**
6

- 7 1. The foregoing recitals are affirmed as findings of fact by the Town Board.
- 8
- 9 2. The Town's stormwater engineer has calculated the following fees to be sufficient
10 to allow the Town to plan, construct, operate, and maintain its stormwater management system
11 taking into account the proposed expenditures for the stormwater system set out in the Town's
12 Schedule of Capital Improvements in the Capital Improvements Element of the Town's
13 Comprehensive Plan and in the Town's stormwater system planning.
- 14
- 15 a. For multi-family units with onsite stormwater management
16 systems (La Contessa, 16326 Gulf Boulevard, and Vizcaya,
17 16300 Gulf Boulevard): \$11.25 per month per residential
18 unit
- 19 b. For all other units in the Town: \$15.00 per month per residential unit or
20 non-residential building.
- 21
- 22 3. The Town's Finance Committee and Planning Board concur that the fee
23 established by this Resolution is equitable and appropriate.
24
25

26 **Section 2 - Fee Established.**
27

28 The Stormwater Utility Fee established by Article II of Chapter 18.5 of the Town Code is
29 established as:
30

- 31 a. For multi-family units with onsite stormwater management
32 systems (La Contessa, 16326 Gulf Boulevard, and Vizcaya,
33 16300 Gulf Boulevard): \$11.25 per month per residential
34 unit
- 35 b. For all other units in the Town: \$15.00 per month per residential unit or
36 non-residential building.
- 37 c. For the purposes of this Resolution a "residential unit" is defined as "A
38 single unit providing complete, independent living facilities for one or
39 more persons, including permanent provisions for living, sleeping, eating,
40 cooking, and sanitation."
41

Section 3 - Severability.

Any portion of this Resolution deemed unconstitutional or otherwise invalid at law is severable from the remainder hereof.

Section 4 - Effective Date

This Resolution shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Town of Redington Beach, Pinellas County, Florida, on this 7th day of April, 2021.

David Will, Mayor

Attest:

Missy Clarke, CMC, Town Clerk

	Motion	Seconded	Aye	Nay	Absent
Commissioner					
Commissioner Cariello					
Commissioner Skjoldager					
Vice Mayor Dorgan					
Mayor Will					

BRUCE McLAUGHLIN CONSULTING SERVICES, INC.

900 Gulf Boulevard, Suite 303
Indian Rocks Beach, Florida 33785
Phone: 727/595-7634 Fax: 727/593-9581
Email BruceSandy@aol.com

April 2, 2021
TRB

ADVERTISED PUBLIC HEARING

Meeting Date: April 7, 2021
Agenda Item 10.B.

MEMORANDUM

TO: Honorable Mayor and Members, Redington Beach Town Commission

FROM: R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Annual Update to the Capital Improvements Element of the Comprehensive Plan

EXECUTIVE SUMMARY

Section 163.3177(3)(b), F.S. requires that the Capital Improvements Element (CIE) of the Comprehensive Plan be amended annually with an updated 5-Year Schedule of Capital Improvements. Although overlooked from 2008 to November, 2018, Annual Updates were prepared in 2018 and 2019 with the 2020 Update delayed by the pandemic. The 2020-2021 Update, using hard numbers for road replacement and stormwater efforts, has been endorsed by the Finance Committee and recommended for approval by the LPA and is ready for adoption.

STAFF RECOMMENDS THAT THE 2020-2021 CIE UPDATE BE ADOPTED ON FIRST READING.

BACKGROUND

Applicant: Town of Redington Beach

Location: Entire Town

THE REQUEST

That the Town Board adopt the proposed 2020-2021 Schedule of Capital Improvements on first reading,

HISTORY

In December, 2008, by Ordinance 08-12, the Town adopted the 2008 Evaluation and Appraisal Report (EAR) Amendments to its Comprehensive Plan. Those amendments included a Capital Improvements Element which includes a 5-Year Schedule of Capital Improvements. That Element was amended by Ordinance 2018-11 which is attached as Attachment A.

In 2018, the Town's failure to annually update the Schedule of Capital Improvements was recognized and an update was prepared. That update was adopted by Ordinance 2018-09 on February 20, 2019. The 2019/2020 update was considered by the Planning Board in May, 2019, and was subsequently adopted by the Town Board by Ordinance 2019-05 on July 3, 2019.

Ordinance 2018-09 was the first effort since 2008 to comply with the statutory mandate for an annual update to the 5-Year CIP. Now before the Town Board is the proposed annual update beginning with Fiscal Year 2020/2021. As was the case in 2019, this year (and subsequently), the annual update will be adopted **ahead** of the Town's budget process and thus can be considered and included in the Town's budget.

Further, the Town has retained a civil engineer who specializes in stormwater management. This engineer's analysis of the appropriate Stormwater Utility Fund Fee also serves as the basis for the CIE Schedule and is found as Attachment B.

Through the services of the Town's special stormwater engineer, the Town is seeking grants and other funding to begin a pro-active program of improving the Town's stormwater management system. One such grant has been received from the Tampa Bay Estuary Program and our engineer is also confident that a grant from SWFWMD will be forthcoming later this year.

When the CIE Schedule was presented to the Finance Committee in June, 2020, there were "place-holders" for "road repairs." Vice-Mayor Dorgan suggested that the CIE place-holders should be the same as those in the Town Budget and should be for road "replacement" not "repairs."

Subsequently, the then Mayor pointed out that there was a real need for road replacement and that that need should be analyzed and actual budget numbers should be determined and included in the CIE Schedule. The Town Board agreed and the Town's stormwater engineer expanded her scope of services and produced the attached Roads & Streets Capital Improvements Plan, (Attachment C).

April 2, 2021

The Local Planning Agency has reviewed the proposed amendment, found it to be consistent with the Comprehensive Plan, and recommended its approval.

NOTICE

The Clerk's office will provide evidence of the notice given of this advertised public hearing.

AUTHORITY

Pursuant to §§ 4 and 5 of the Town Charter, the Town is governed by the Board of Commissioners which may exercise all powers available to a municipality under the Constitution and laws of the State of Florida. Those powers include preparing and adopting (via § 15-56 of the Town Code), a comprehensive plan for the Town and related land development and other, related, regulations.

As to the required annual update of the CIE, the statute provides:

(b) The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

Section 163.3177 (3)(b), F.S.

ANALYSIS

The purpose of a Capital Improvements Element is to provide, in the Comprehensive Plan, policies which will guide the funding and scheduling of improvements to public facilities leading to the construction of such improvements as established in the other elements of the Comprehensive Plan. The statutory authority for the CIE and its annual update provides:

(3)(a) The comprehensive plan shall contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and set forth:

1. A component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components shall cover at least a 5-year period.
2. Estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.
3. Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.
4. A schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.
5. The schedule must include transportation improvements included in the applicable metropolitan planning organization's transportation improvement program adopted pursuant to s. 339.175(8) to the extent that such improvements are relied upon to ensure concurrency and financial feasibility. The schedule must be coordinated with the applicable metropolitan planning organization's long-range transportation plan adopted pursuant to s. 339.175(7).

April 2, 2021

(b) The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

Section 163.3177(3), F.S.

Ordinance 2021-05, the proposed new Schedule of Capital Improvements in the Capital Improvements Element is also attached, (Attachment D).

As the Board is aware, a Capital Improvements Plan or Program (CIP) is a mid-range plan, by statute in Florida covering at least five years, which identifies capital projects to be undertaken and equipment purchases to be made within the plan period. The CIP should also schedule and identify options for financing the identified expenditures. In summary, the CIP is the link between the Town's comprehensive plan and the Town's annual budget. Attachment E is a summary of the interaction between a comprehensive plan and a CIP. ¹

Given the nature and size of the Town, and the threshold in CIE Policy 1.1.1 of \$50,000 for an expenditure to be considered as a capital expenditure, there is a limited number of items that are subject to inclusion in the CIE. However, the State has identified, (Attachment F), a number of tasks to be accomplished in the annual CIE update. ² These tasks include:

- the necessary capital projects must still be listed in the schedule, projected revenue resources identified, and the project listed as “funded” or “unfunded” and assigned with a level of priority for funding. [163.3177(3)(a)4., Florida Statutes].
- Section 163.3164(7), Florida Statutes, “definitions” – establishes the definition of “capital improvement”. Note that the definition states that capital improvements are to be physical assets, excluding items like operation and maintenance services and studies. There is no requirement to include these types of non-physical asset expenditures in the Schedule of Capital Improvements (however, there is no prohibition either);

¹ Although this is an older document from Wisconsin, the applicable process and relationship remain relevant today.

² Attachment B reflects the 2011 amendments to Chapter 163, Florida Statutes, which remains the governing law today.

April 2, 2021

- Section 163.3177(3)(a), Florida Statutes, explains the purpose and the requirements of the Capital Improvements Element: “to consider the need for and location of public facilities...to encourage the efficient use of such facilities.” These provisions require that the capital improvement projects, which are necessary to ensure that adopted level of service standards for public facilities will be achieved and maintained for the five-year period, will be adopted into the Schedule of Capital Improvements;
- Section 163.3180, Florida Statutes, Concurrency, establishes that sanitary sewer, solid waste, drainage and potable water are the only public facilities subject to statewide concurrency requirements. Based upon the recent statutory changes, application of concurrency requirements are now optional for parks and recreation, public schools and transportation. ...

Since the Town is served by Pinellas County for water and sewer service and by a private contractor for solid waste disposal, the only mandatory issue to be dealt with in the CIE is drainage. Although there are physical condition issues with the Town’s roads, there are no Level of Service (LOS) issues on the Town roads (or on Gulf Boulevard for that matter). Further, the Town has drainage issues which should be addressed in the Comprehensive Plan, including in the CIE.

In 2018 the Town engaged Lynn Townsend Burnett of LTA Engineering to provide specialized engineering services to the Town with respect to stormwater management issues. Ms. Burnett’s scope of services was subsequently expanded to include a study of the physical condition of the Town’s roads and the preparation of a road improvement/replacement plan.

Ms. Burnett’s mandate also includes procuring grants for the Town for stormwater improvements and Ms. Burnett contributed to the preparation of the attached schedule.

The Town has an enterprise fund for stormwater issues. That fund currently generates about \$93,000 per year, some of which is presently used for stormwater facility maintenance and the balance is placed in general reserves. On the same agenda as the CIE Update is Resolution 2020-13 which would effectively double the Stormwater Utility Fee so that it would generate \$180,180 per year.

For several years, the Planning Board has urged the Town to follow up on earlier drainage projects and to plan new drainage work. In particular, the Planning Board seeks an accounting of the former SWFWMD funding and the conclusion of the last drainage project several years ago.

April 2, 2021

For the 2018/2019 Fiscal Year, at the suggestion of Vice-Mayor Dorgan, the Finance Committee recommended establishing a capital budget for stormwater issues of \$100,000 per year. The Planning Board agreed and the Town Board adopted that figure in the Schedule of Capital Improvements adopted by Ordinance 2018-09. (Attachment A, Ordinance 2018-09.)

In support of the updated Schedule of Capital Improvements (Attachment D, Ordinance 2021-05, Table 1), the Income Fund categories have been updated to include a line for Stormwater Grants. There are several potential grant sources that are available and one specific grant that has already been sought. These are matching types of funding that are reimbursable to the Town upon completion of their programmed Drainage Upgrades.

Based on the quarterly cash flow projections in support of the specific grant that has been sought (Tampa Bay Environmental Restoration Fund), it is anticipated that \$134,700 will be spent in FY2020/2021. This expenditure includes permitting, bidding services, construction and construction engineering inspections related to the Environmental Restoration Fund Grant (or equivalent type of project). The reimbursement from the grant would be used to offset those expenses and the remaining monies would be rolled over to the next phase of projects programmed in FY2020/2021.

This schedule will be re-evaluated and updated each year as additional grant funds become available.

RECOMMENDATIONS

Staff recommends that **ORDINANCE 2021-05 BE ADOPTED ON FIRST READING.**

ATTACHMENT A
ORDINANCE 2018-11

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Town of Redington Beach

ORDINANCE 2018-11 AMENDMENTS TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN'S COMPREHENSIVE PLAN

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, PINELLAS COUNTY, FLORIDA, AMENDING THE TEXT OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF REDINGTON BEACH COMPREHENSIVE PLAN BY AMENDING THE THRESHOLD AMOUNT PURSUANT TO WHICH A TOWN EXPENDITURE IS CONSIDERED TO BE A CAPITAL EXPENDITURE; BY CORRECTING AND UPDATING REFERENCES TO OTHER AGENCIES AND PLANNING ISSUES; AND MORE NARROWLY TAILORING THE ELEMENT TO THE CURRENT AND ANTICIPATED CONDITIONS IN THE TOWN, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 163, Part II, Florida Statutes, establishes the requirements of the Community Planning Act and governs local government comprehensive planning and land development regulation; and

WHEREAS, The Town of Redington Beach adopted its Comprehensive Plan in October, 1989, and has periodically revised and amended the Plan in order to ensure it remains current and responds to current needs and opportunities; and

WHEREAS, in the preparation of the annual update to the Schedule of Capital Improvements in the Capital Improvements Element, desirable amendments to the Element itself were identified, and

WHEREAS, The Building Official and Town Planner of the Town of Redington Beach recommended that the Comprehensive Plan be amended as set out herein; and

WHEREAS, The Planning Board of the Town of Redington Beach, sitting as the Local Planning Agency, found the amendments to the Capital Improvements Element to be consistent with the balance of the Comprehensive Plan and recommended its approval; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to implement the recommendations of the Planning Board;

1 **NOW THEREFORE BE IT ORDAINED**, by the Commissioners of the Town of
2 Redington Beach, Florida, in its regular meeting duly assembled on this _____ day of _____
3 201__, that:

4
5 **Section 1.** The foregoing whereas clauses are incorporated herein by reference and made
6 a part hereof.

7
8 **Section 2.** The Capital Improvements Element of the Town of Redington Beach
9 Comprehensive Plan, as established by Ordinance 2008-12 is amended to read as follows:

10
11
12 **3.9 CAPITAL IMPROVEMENTS ELEMENT**

13
14 **CIE Goal 1:** The Town shall undertake fiscal actions necessary to provide and maintain public
15 facilities for all residents, within its jurisdiction, at the adopted levels of service
16 standards.

17
18 **CIE Objective 1.1**

19 Capital improvements will be provided to correct existing deficiencies, to accommodate desired
20 future growth, and to replace worn out or obsolete facilities, as indicated in the five-year schedule
21 of improvements which are designed to correct existing deficiencies identified in this Element.

22
23 **CIE Policy 1.1.1**

24 The Town hereby adopts the sum of ~~\$100,000~~ \$50,000 dollars as the threshold cost for
25 capital improvements projects included in the CIE of this comprehensive plan.

26
27 **CIE Policy 1.1.2**

28 The Town's *ad hoc* Finance Committee shall ~~establish and maintain~~ serve as a Capital
29 Improvements Advisory Committee whose purpose is to evaluate and rank in order of
30 priority, projects proposed for inclusion in the five-year schedule of improvements.

31
32 **CIE Policy 1.1.3**

33 Redington Beach shall annually adopt a five-year capital improvement program. The
34 Five-Year Schedule of Improvements from the Capital Improvements Element of the
35 Redington Beach Comprehensive Plan shall be included within the Five-Year Capital
36 Improvements Program. Redington Beach shall continue to adopt a capital budget as part
37 of its annual budget process.

38
39 **CIE Policy 1.1.4**

40 The schedule of Capital Improvements for Fiscal Years 2018/2019 through 2022/2023.

adopted by Ordinance 2018-09, is adopted as the Schedule of Capital Improvements within the Comprehensive Plan.

CIE Policy 1.1.4 1.1.5

Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

1. Project is needed to eliminate a proven or obvious hazard to public health and safety;
2. Project is needed to fulfill a legal commitment by the Town;
3. Project is needed to preserve, maintain, refurbish achieve full use of, or replace existing facilities;
4. Project will bring an existing facility into compliance with an adopted level-of-service standard;
5. Project will increase efficiency or use of existing facilities, prevents or reduces future improvement cost, or provides service to all residents equitably;
6. Project is needed to accommodate facility demands resulting from new development or re-development
7. Project furthers policies adopted in other elements of this plan
8. Project needed to serve development for which development order issued prior to adoption of this comprehensive plan
9. Project will increase the economic base or quality of life of the residents;
10. Budget impact of project, both capital and operating, will be considered and the Town's Planning Board and ad hoc Finance Committee will consider financial feasibility of project; and
11. Project will be reviewed for consistency with plans of other agencies having responsibility for public facilities within the jurisdiction Town.

CIE Policy 1.1.5 1.1.6

The Town shall ensure the availability of public facilities at adopted levels-of-service standards needed to serve developments for which development permits were issued prior to the adoption of this comprehensive plan as amended in 2018 and 2019. Such facilities shall be provided in keeping with guidelines for the evaluation and ranking of capital improvements established in this element.

CIE Policy 1.1.6 1.1.7

Efforts shall be made to secure grants or private funds on a continuing basis whenever available to finance the provision of capital improvements.

CIE Objective 1.2

The Town shall manage its debt in a manner to that retains the integrity of its fiscal resources.

1 **CIE Policy 1.2.1**

2 The Town shall not incur any form of indebtedness in order to provide needed capital
3 improvements at adopted level-of-service standards that would result in a ~~bond~~ rating of
4 the Town's bonds below AAA for insured bond issues.

5
6 **CIE Policy 1.2.2**

7 The Town shall confine long-term borrowing to capital improvements too large to be
8 financed from current revenues.

9
10 **CIE Policy 1.2.3**

11 The Town Commission will only approve bond issues structured to be paid back within a
12 period not to exceed the expected useful life of the capital project.

13
14 **CIE Policy 1.2.4**

15 Where possible, special assessment, revenue, or other self-supporting bonds will be used
16 instead of general obligation bonds.

17
18 **CIE Policy 1.2.5**

19 Total debt service for general obligation debt will not exceed 10 percent of net operating
20 revenues.

21
22 **CIE Objective 1.3**

23 The Town shall utilize its fiscal resources to eliminate any identified existing deficiencies in the
24 Town's infrastructure and to ensure the provision of needed capital improvements for future
25 development and redevelopment. This Objective shall be achieved through the site plan approval
26 process, at and shall attain or exceed adopted levels-of-service standards as specified in the
27 Elements of this Comprehensive Plan.

28
29 **CIE Policy 1.3.1**

30 The Town shall work with other governmental jurisdictions to establish a strategy to
31 ensure that the entire cost of providing necessary capital facilities, at adopted
32 levels-of-service standards, for any future development or redevelopment within the
33 jurisdiction shall not be borne by existing residents.

34
35 **CIE Policy 1.3.2**

36 The Town shall coordinate with the County, ~~other~~ state agencies, the Southwest Florida
37 Water Management District, and other municipalities that provide public facilities within
38 the Town's jurisdiction to ensure that projects are funded in a fiscally equitable manner
39 apportioning the costs of growth among those who are responsible for it.

1 **CIE Policy 1.3.3**

2 The Town shall, when appropriate, consider the adoption of additional impact fees to
3 enhance the Town's capital facilities in cooperation with other levels of government.

4
5 **CIE Policy 1.3.4**

6 The adopted levels-of-service standards for public facilities within the jurisdiction of the
7 Town of Redington Beach shall be those adopted in the other elements of this Plan.

8
9 **CIE Objective 1.4**

10 Public expenditures that subsidize development in the Coastal ~~Storm~~ High Hazard Areas shall be
11 limited to those improvements included in the Conservation and Coastal Management Element.

12
13 **CIE Policy 1.4.1**

14 The Town shall expend funds in Coastal ~~Storm~~ High Hazard Areas only for the
15 replacement and renewal of public facilities serving existing development.

16
17 **CIE Objective 1.5**

18 All development orders and permits for future development and redevelopment activities shall be
19 issued only if public facilities necessary to meet the level-of-service standards adopted pursuant to
20 this comprehensive plan are available concurrent with the impacts of the development.

21
22 **CIE Policy 1.5.1**

23 The Town shall assess new development or redevelopment an equitable pro rata share of
24 the costs to provide roadway improvements to serve the development or redevelopment
25 pursuant to the Pinellas County Mobility Plan as set forth in the Transportation Element of
26 this Plan.

27
28 **CIE Policy 1.5.2**

29 Developments or redevelopments shall be considered to have de minimis impact provided
30 they comply with all of the following conditions, which define a "de minimis" impact:

- 31 1. Isolated vacant lots in predominantly residential areas, where single-family homes
32 would be suitable, may be developed for single-family residential under the de
33 minimis exemption.
- 34 2. The transportation impact of the development alone does not exceed one percent of
35 the maximum service volume at the adopted level-of-service standard.
- 36 3. No impact will be considered de minimis except as for single-family lots of record
37 as stated above, if the sum of existing roadway volumes and the project volumes
38 from approved projects on a roadway would exceed 110 percent of the maximum
39 service volume of the adopted level-of-service standard.
- 40 4. No impact will be de minimis if it would exceed the adopted level-of-service

standard of any affected designated hurricane evacuation route.

CIE Policy 1.5.3

The Town of Redington Beach shall maintain regulations within a monitoring system designed to ensure:

1. Continued application of level-of-service standards; and
2. Provision of required public facility capacity.

CIE Policy 1.5.4

The monitoring system shall be reviewed on an annual basis to either with the review of the Capital Improvements Element and shall be updated as needed. Said review shall be undertaken concurrently with the preparation of the annual update to the Schedule of Capital Improvements and shall be implemented as required by law.

CIE Policy 1.5.5

~~The availability of public services and facilities to meet the needs of developments or redevelopments shall be deemed concurrent if the following conditions are met:~~

- ~~1. Potable water, sanitary sewer, solid waste or drainage facilities;~~
 - ~~a. shall receive development orders subject to the public facilities being in place at the time of issuance of the certificate of occupancy; or~~
 - ~~b. The provision of the facilities is guaranteed in an enforceable development agreement pursuant to Section 163.3220 Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes to be in place at the time of certificate of occupancy issuance.~~
- ~~2. Park and recreation facilities shall be in place or under construction within one year of development order issuance; and, acreage for parks shall be dedicated or acquired prior to issuance of a certificate of occupancy; or~~
 - ~~a. Dedications of land and facilities or payment of the developer's fair share shall be committed by the time a notice to commence development is issued; or~~
 - ~~b. The development order is issued conditioned on the necessary facilities and services scheduled to be in place or under construction not more than one year after certificate of occupancy issuance provided in the Schedule of Capital Improvements; or~~
 - ~~c. The necessary facilities are subject to a binding agreement which requires them to be in place or under construction not more than one year after certificate of occupancy issuance; or~~
 - ~~d. When the development order is issued, the facilities and services are guaranteed in an enforceable development agreement stipulating that they will be in place not more than one year after the certificate of occupancy is~~

issued:

3. ~~Road facilities shall be in place or under construction at the time of issuance of the building permit; or~~
- a. ~~The necessary facilities and services shall be in place or under construction not more than three years after the building permit issuance as provided in the Schedule of Capital Improvements; or~~
- b. ~~The necessary facilities are listed in the first three years of the Florida Department of Transportation five-year work program; or~~
- c. ~~The land owner has made a binding commitment to the Town to pay the fair share of the cost of providing transportation facilities necessary to serve the proposed development.~~

1. The availability of public services and facilities to meet the needs of development or redevelopment shall be deemed concurrent if sanitary sewer, solid waste and drainage facilities are available and adequate no later than the issuance of a certificate of occupancy or its functional equivalent.

a. Prior to approval of a building permit or its functional equivalent, the Town shall consult with its sanitary sewer and solid waste collection providers to determine whether adequate sanitary sewer and solid waste disposal capacities will be available to serve the new development no later than the anticipated date of issuance of certificate of occupancy or its functional equivalent.

b. Prior to approval of a building permit or its functional equivalent, the Town shall examine that part of the Town's drainage system that will be directly impacted by the new development to determine whether adequate stormwater drainage capacity will be available to serve the new development no later than the anticipated date of issuance of certificate of occupancy or its functional equivalent.

2. The Town shall ensure that adequate water supplies and potable water facilities shall be in place and available to serve new development no later than the issuance of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the Town shall consult with its water suppliers to determine whether adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of certificate of occupancy or its functional equivalent.

CIE Policy 1.5.6

The Town will contact Pinellas County Utilities prior to issuance of a building permit for development of vacant parcels to determine if adequate potable water supplies exist to serve the projected development.

CIE Policy 1.5.7 1.5.6

The Schedule of Capital Improvements shall contain the estimated commencement and completion dates of ~~road~~ public facility projects

Policy 1.5.8

The elimination, deferral, or delay of construction of any road facility or service needed to maintain adopted level-of-service standards and which is listed in the Schedule of Capital Improvements shall require amendment of the comprehensive plan.

Section 3. Any portion of this Ordinance deemed unconstitutional or otherwise invalid at law is severable from the remainder thereof.

Section 4. The effective date of this Ordinance, if the plan amendment adopted hereby is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ADOPTED by the Board of Commissioners of the Town of Redington Beach, Pinellas County, Florida, on this ____ day of _____, 2019.

ATTEST:

Missy Clarke, CMC Town Clerk

Nick Simons, Mayor

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

ATTACHMENT B
STORMWATER IMPROVEMENTS ANALYSIS



**STORMWATER ENGINEER'S REPORT
FOR STORMWATER UTILITY RATE
ASSESSMENT RESOLUTION**

January 12TH, 2021

The following recommendations are in accordance with ORDINANCE 2020-02 and Land Development Code Article III, Section 18.5-30.

To adequately plan and budget for the stormwater utility functions for the Town of Redington Beach, the following summary of infrastructure and cost for replacement and maintenance is provided. This is the basis for establishing the stormwater utility assessment rates for future years:

STORM PIPES: There are approximately 38 outfall pipes which provide discharge of excess stormwater into the Canals and Boca Ciega Bay. The estimated cost for cleaning and removal of shellfish, and repair or replacement of each pipe is \$14,500 per pipe. The estimated cost town wide is = **\$395,000.**



**FAILED CORRUGATED METAL PIPES
TO BE REMOVED AND REPLACED AS NEEDED**



PIPE SLIP LINING AS NEEDED

WASTOP VALVES: Approximately 38 valves to be installed. Estimated cost = **\$285,000** which includes costs for the valves as well as installation by contractors.



WASTOP VALVE INSTALLATION

DRAINAGE SYSTEMS: total costs estimated for complete upgrade and retrofitting of existing drainage systems town wide. Estimate is based on SWFWMD historical average costs for Treated Area of Coastal LID Improvements. $39.4 \text{ Acres} \times \$46,847/\text{Acre} = \mathbf{\$1,845,000}$.



Updated on April 1st, 2021 by
Lynn T. Burnett, P.E., CFM
Florida Registered Professional Engineer No. 53226

ONGOING STORMWATER MAINTENANCE:

Repair and maintenance of existing and future facilities plus ongoing NPDES Reporting Costs = **\$42,500 annually.**

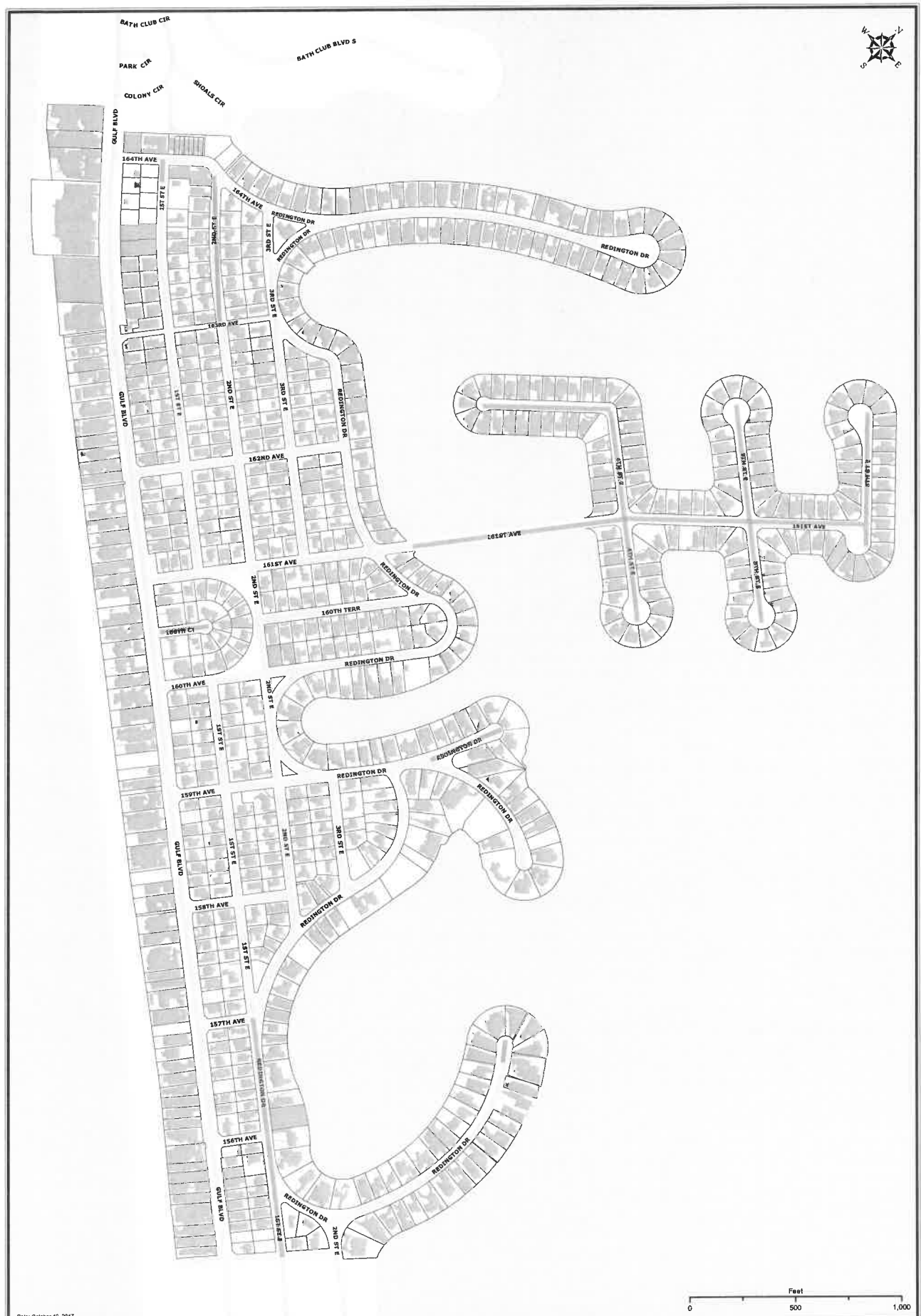
**SUMMARY OF REVENUE VERSUS EXPENDITURES:**

The current annual revenue generated by the stormwater utility fee is approximately **\$95,000**. Based on updated sea level rise projections, it is our professional recommendation that the infrastructure be completed over the next 10-15 years.

STORMWATER UTILITY RATE	ESTIMATED ANNUAL REVENUE	TOTAL PROJECTED EXENDITURES	# OF YEARS TO COMPLETE IMPLEMENTATION
CURRENT RATE = \$7.50 PER MONTH	\$ 90,090.00	\$ 2,525,000	28
RECOMMENDED RATE = \$15 PER MONTH	\$ 180,180	\$ 2,525,000	14
*ANALYSIS ASSUMES A MINIMUM OF \$42,500 IN REVENUE FROM GRANT FUNDING SOURCES ANNUALLY			

At the recommended rate of \$15/month, the annual assessment on each residential unit would increase from \$90 per year to \$180 per year.

ATTACHMENT C
ROAD IMPROVEMENTS ANALYSIS



Date: October 10, 2017

Town of Redington Beach Roads & Streets Capital Improvement Plan

FY 2020-21 EXP = \$622,500
MILL & RESURFACE,
RECONSTRUCT FAILING SECTIONS

FY 2021-22 EXP = \$229,500
MILL & RESURFACE

FY 2022-2025 EXP = \$229,500
MILL & RESURFACE

ROAD REPAIRS ESTIMATE FOR FY 2020-2021 CIE

TOWN OF REDINGTON BEACH BEACH, PINELLAS COUNTY

PROJECT ID #: TBD

PROJECT DESCRIPTION: ROADS AND STREETS

PAY ITEM SPEC YEAR: FY20-21

SUBMITTAL TYPE: CIE

CITY: Redington Beach

DATE: 8-Oct-20

ENGINEERING CONSULTANT FIRM: LTA Engineers, LLC

CONTACT NAME: Lynn Burnett, P.E.

PHONE NUMBER: (941) 526-3375

FILE VERSION:

PAGE NUMBER: 1 of 3

Locations		Description	Cost
Redington Beach	Roads and Streets		\$622,500
Total Task Cost			\$622,500

NOTES: Per FDOT Historical Costs: Current 6 Month Moving Statewide Averages from 2019/11/01 to 2020/04/30

ROAD REPAIRS ESTIMATE FOR FY 2020-2021 CIE

TOWN OF REDINGTON BEACH, PINELLAS COUNTY

FINANCIAL PROJECT ID # :	TBD
PROJECT DESCRIPTION:	ROADS AND STREETS
PAY ITEM SPEC YEAR:	October 2020
SUBMITTAL TYPE:	CIE
CITY:	Redington Beach
DATE:	8-Oct-20
ENGINEERING CONSULTANT FIRM:	LTA Engineers, LLC
CONTACT NAME:	Lynn Burnett, P.E.
PHONE NUMBER:	(941) 526-3375
FILE VERSION:	
PAGE NUMBER:	2 of 3

COMPONENT GROUPS

100 - STRUCTURES	NOT USED	
200 - ROADWAY*		\$410,302
300 - SIGNING & PAVEMENT MARKINGS		\$34,341
400 - LIGHTING	NOT USED	
500 - SIGNALIZATION	NOT USED	
550 - ITS	NOT USED	
600 - LANDSCAPE / PERIPHERALS	NOT USED	
700 - UTILITIES	NOT USED	
800 - ARCHITECTURAL	NOT USED	
900 - MASS TRANSIT	NOT USED	
1000 - INVALID & OTHER ITEMS	NOT USED	
Subtotal		\$444,643
(101-1) MOB (Mobilization)	10%	\$44,464
(102-1) MOT (Maintenance of Traffic)	10%	\$44,464
CONTINGENCY	20%	\$88,929
PROJECT GRAND TOTAL		\$622,500

NOTES: *PERVIOUS CONCRETE SIDEWALK AND DRIVEWAYS, 10" THICK Unit Cost per Manatee County Contract FOR Project #6005719; INFILTRATION TRENCH per Historical Unit Cost Average

ROAD REPAIRS ESTIMATE FOR FY 2020-2021 CIE

TOWN OF REDINGTON BEACH, PINELLAS COUNTY

PROJECT DESCRIPTION:	ROADS AND STREETS	FINANCIAL PROJECT ID #:	TBD
		PAY ITEM SPEC YEAR:	October 2020
		SUBMITTAL TYPE:	CIE
		CITY:	Redington Beach
		DATE:	8-Oct-20
		ENGINEERING CONSULTANT FIRM:	LTA Engineers, LLC
		CONTACT NAME:	Lynn Burnett, P.E.
		PHONE NUMBER:	(941) 526-3375
		FILE VERSION:	
		PAGE NUMBER:	3 of 3

200 - ROADWAY (Excludes Stormwater Improvements)

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
101-1	MOBILIZATION	LS	1	SEE SUMMARY SHEET	SEE SUMMARY SHEET
102-1	MAINTENANCE OF TRAFFIC	LS	1	SEE SUMMARY SHEET	SEE SUMMARY SHEET
104-10-3	SEDIMENT BARRIER	LF	903	\$ 2.00	\$ 1,806
	REDINGTON DRIVE BETWEEN 156TH AND 157TH	MILES	0.21	\$ 281,475.00	\$ 59,110
	1ST STREET E	MILES	0.01	\$ 281,476.00	\$ 2,666
327-70-6	161ST AVE	MILES	0.42	\$ 281,477.00	\$ 118,220
337-7-81	4TH STREET E	MILES	0.32	\$ 281,478.00	\$ 90,073
	5TH STREET E	MILES	0.19	\$ 281,479.00	\$ 53,481
	6TH STREET E	MILES	0.16	\$ 281,480.00	\$ 45,037
	RESTORATION AND MISC. CONCRETE WORK	LS	1	\$ 31,000.00	\$ 31,000
570-1-2	PERFORMANCE TURF, SOD	SY	3072	\$ 2.90	\$ 8,910
200 - ROADWAY (Excludes Stormwater Improvements)		COMPONENT TOTAL			\$ 410,302

ROAD REPAIRS ESTIMATE FOR FY 2020-2021 CIE
TOWN OF REDINGTON BEACH, PINELLAS COUNTY

FINANCIAL PROJECT ID #:	TBD
PROJECT DESCRIPTION:	ROADS AND STREETS
PAY ITEM SPEC YEAR:	July 2020
SUBMITTAL TYPE:	CIE
CITY:	Redington Beach
DATE:	8-Oct-20
ENGINEERING CONSULTANT FIRM:	VIBEngineering Inc.
CONTACT NAME:	Sage Kamiya, P.E., PTOE
PHONE NUMBER:	(727) 317-4967
FILE VERSION:	
PAGE NUMBER:	4 of 5

300 - SIGNING & PAVEMENT MARKINGS

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
654-2-21	RECTANGULAR RAPID FLASHING BEACON (F&I) (SOLAR) (COMPLETE SIGN ASSEMBLY) (SINGLE DIRECTION)	AS		\$ 8,473.76	\$ -
700-1-11	SINGLE POST SIGN (F&I) (GROUND MOUNT) (UP TO 12 SF)	AS		\$ 335.92	\$ -
700-1-60	SINGLE POST SIGN, REMOVE	AS		\$ 30.82	\$ -
705-11-3	DELINEATOR, FLEXIBLE HIGH VISIBILITY MEDIAN	EA		\$ 144.26	\$ -
710-11-290	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (ISLAND NOSE)	SF		\$ 2.57	\$ -
711-11-123	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (12")	LF	13828	\$ 2.37	\$ 32,772.37
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF		\$ 3.12	\$ -
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")	LF	60	\$ 4.54	\$ 272.40
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE / 6"	GM		\$ 1,964.41	\$ -
711-11-160	THERMOPLASTIC, STANDARD, WHITE, SYMBOL	EA		\$ 219.10	\$ -
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA		\$ 62.53	\$ -
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	400	\$ 3.24	\$ 1,296.00
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE / 6"	GM		\$ 1,968.50	\$ -
711-14-125	THERMOPLASTIC (PREFORMED) (WHITE) (SOLID) (24")	LF		\$ 15.91	\$ -
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM		\$ 4,182.66	\$ -
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM		\$ 4,266.42	\$ -
711-17	THERMOPLASTIC (REMOVE EXISTING)	SF		\$ 1.45	\$ -
300 - SIGNING & PAVEMENT MARKINGS		COMPONENT TOTAL			\$ 34,340.77

ATTACHMENT D
ORDINANCE 2021-05

TOWN OF REDINGTON BEACH
ORDINANCE 2021-05

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE ANNUAL AMENDMENT TO THE SCHEDULE OF CAPITAL IMPROVEMENTS IN THE CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF REDINGTON BEACH COMPREHENSIVE PLAN, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 163, Part II, Florida Statutes, establishes the requirements of the Community Planning Act and governs local government comprehensive planning and land development regulation; and

WHEREAS, The Town of Redington Beach adopted its Comprehensive Plan in October, 1989, and has periodically revised and amended the Plan in order to ensure it remains current and responds to current needs and opportunities; and

WHEREAS, pursuant to § 163.3177(3)(b), Florida Statutes, annual modifications to the Five Year Schedule of Capital Improvements are mandatory, which modifications may be accomplished by Ordinance and are not deemed to be an amendment to the Town's Comprehensive Plan; and

WHEREAS, The Town Planner and Special Stormwater Engineer of the Town of Redington Beach recommended that the Comprehensive Plan be amended as set out herein; and

WHEREAS, The Planning Board of the Town of Redington Beach, sitting as the Local Planning Agency, found the amended Capital Improvements Schedule to be consistent with the balance of the Town's Comprehensive Plan and recommended its approval; and

WHEREAS, the Town's Finance Committee has been consulted with respect to this Amendment and has endorsed the amendment; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to implement the recommendations of the Planning Board;

NOW THEREFORE BE IT ORDAINED, by the Commissioners of the Town of Redington Beach, Florida, in its regular meeting duly assembled on this ___ day of ___, 2021, that:

Section 1. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Table 1, Schedule of Capital Improvements, as established by Ordinance 2019-05, adopted on July 3, 2019, is deleted and the following Table 1 substituted therefor:

<u>Project Type & Name</u>	<u>Fiscal Year Costs/ Funding Sources</u>				
	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
Road Replacement F (2) [1]	622,500	229,500	238,680	248,227	258,156
Drainage Upgrades F (1), (3), (4) [1]	134,700	213,125	180,180 (+)	180,180 (+)	180,180 (+)
<u>Income Fund Summary</u>					
General Reserves	228,077	230,358	232,662	234,988	237,338
Road Reserves	863,045	639,880	646,279	652,742	659,269
Stormwater Capital Fund	100,500	180,180	180,180	180,180	180,180
Stormwater Grants	20,250	57,937.50	73,500	73,500	73,500

LEGEND

F = Funded

U = Unfunded

(1) = Penny for Pinellas

(2) = Town Reserves

(3) = Town Enterprise Fund

(4) = Grants

(+) = Plus rollover funds from previous year

[] = Priority

Section 4. Any portion of this Ordinance deemed unconstitutional or otherwise invalid at law is severable from the remainder thereof.

Section 5 This Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Town of Redington Beach, Pinellas County, Florida, on this 7th day of April, 2021.

ATTEST:

Missy Clarke, CMC Town Clerk

David Will, Mayor

1

	Motion	Seconded	Aye	Nay	Absent
Commissioner					
Commissioner Cariello					
Commissioner Skjoldager					
Vice Mayor Dorgan					
Mayor Will					

2

3

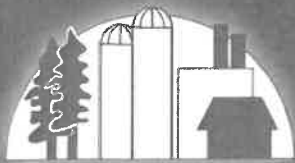
4

5

6

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ATTACHMENT E
CAPITAL IMPROVEMENTS GUIDANCE



Planning Implementation Tools Capital Improvement Plan



Center for Land Use Education

www.uwsp.edu/cnr/landcenter/

September 2008

TOOL DESCRIPTION

A capital improvement plan (CIP) is a community planning and fiscal management tool used to coordinate the location, timing and financing of capital improvements over a multi-year period — usually 4-6 years. Capital improvements refer to major, non-recurring physical expenditures such as land, buildings, public infrastructure and equipment. The CIP includes a description of proposed capital improvement projects ranked by priority, a year-by-year schedule of expected project funding, and an estimate of project costs and financing sources. The CIP is a working document and should be reviewed and updated annually to reflect changing community needs, priorities and funding opportunities.

COMMON USES

Annual Capital Budgeting

Preparation of the CIP and annual budget are closely linked. The first year of the CIP, known as the capital budget, outlines specific projects and appropriates funding for those projects. It is usually adopted in conjunction with the government's annual operating budget. Projects and financing sources outlined for subsequent years are not authorized until the annual budget for those years is legally adopted. The out years serve as a guide for future planning and are subject to further review and modification.

Plan Implementation

The CIP is a powerful tool for implementing a community's comprehensive plan, strategic plan, and other planning documents. Capital investments such as utility extensions, highway improvements, and the purchase of parkland or environmental corridors can have a substantial impact on patterns of growth and development. By providing funding for strategic investments at a given time and location, the CIP helps ensure that development occurs consistent with a community's plans and vision.

Purposes of Capital Improvement Planning:

- ◆ Ensure the timely repair and replacement of aging infrastructure.
- ◆ Provide a level of certainty for residents, businesses and developers regarding the location and timing of public investments.
- ◆ Identify the most economical means of financing capital improvements.
- ◆ Provide an opportunity for public input in the budget and financing process.
- ◆ Eliminate unanticipated, poorly planned, or unnecessary capital expenditures.
- ◆ Eliminate sharp increases in tax rates, user fees and debt levels to cover unexpected capital improvements.
- ◆ Ensure that patterns of growth and development are consistent with the comprehensive plan.
- ◆ Balance desired public improvements with the community's financial resources.



Figure 1: The capital improvement plan is used to identify, prioritize and assign funding to major capital expenditures such as land, buildings, public infrastructure and equipment.

What is a Capital Improvement?

Most communities define capital improvements as major public expenditures, usually physical in nature.

Local policies may specify the *cost* and *useful life* of qualified projects. For example, a small community may set minimum project costs at \$1,000 or \$2,500, while larger communities set the threshold at \$10,000 or \$25,000. Expenses below this level are considered “operational” and appear in the annual budget. The Government Finance Officers Association recommends a useful service life of at least three to five years.

Common categories of capital expenditures include:

1. Purchase of major equipment (*ex. playground equipment, snow plow, computers*).
2. Acquisition of land for a public purpose (*ex. park, landfill, industrial site*).
3. Construction, expansion or major renovation of a public building or facility (*ex. library, roads, sewage treatment plant, building retrofit for energy efficiency*).
4. Related planning, engineering, design, appraisal or feasibility costs (*ex. LEED certification, architectural fees*).

Note: Some communities specifically exclude vehicles and equipment from the CIP.

IMPLEMENTATION

CREATION

The following general steps are involved in preparing a capital improvement plan:

1. *Project Submission* – Local agencies and departments are asked to submit a list of capital improvement projects in order of priority. Project request forms may prompt the applicant to provide a project description and justification, an estimate of initial project costs, ongoing operating and maintenance costs, and recommended funding sources.
2. *Evaluation and Selection* – The CIP team reviews, prioritizes and selects projects based on specific criteria, such as:
 - desired service level standard
 - project demand, as determined by an inventory of existing land, equipment and facility conditions
 - number of residents or geographic area served
 - return on investment, cost savings or revenue generation
 - sustainability or energy efficiency improvements
 - economic, environmental, aesthetic or social impacts
 - public health, safety or other legal concerns
 - consistency with community plans and policies
 - public or political support
3. *Financial Analysis* – Financial data, including historic and projected local government revenues, expenditures and debt service are used to assess the community’s ability to pay for proposed projects and to select appropriate financing tools.
4. *Plan Preparation* – The draft CIP includes a list of recommended projects by funding year, project and scheduling details, and financing sources. Detailed maps, photos, graphs, timelines and other illustrations may accompany the plan.
5. *Review and Adoption* – Following public review and revisions, the governing body adopts the CIP and capital budget.

ADMINISTRATION

A single official is usually responsible for coordinating preparation of the CIP. This task may be assigned to the chief executive or administrative officer (mayor, president, manager, administrator), a budget officer, or a member of the planning, finance or public works departments. The CIP coordinator often works with an advisory committee which may consist of local officials, citizens, or key departmental staff. It is also a good idea to refer the CIP to the plan commission for review and approval. In most communities, the CIP is prepared in the months preceding adoption of the annual government budget. To provide sufficient time for project solicitation, financial analysis and community input, preparation of the CIP may take on a year-round function in some communities. The CIP should be reviewed and updated annually.

Report Card: Capital Improvement Plan

Cost	Money or staff resources required to implement tool.
B	Once approved, projects recommended in the CIP are funded through the annual capital budget. A variety of funding mechanisms may be used to fund individual projects such as property taxes, user fees, impact fees, special assessments, grants or bonds. The presence of a CIP can help a community to achieve other financial goals such as securing a good credit rating (thus lowering borrowing rates), promoting economic development, avoiding unexpected expenditures, and competing more successfully for state or federal funds. The team assembled to prepare the CIP must be skilled in financial management (i.e. budgeting, cost estimation and forecasting), project management, and public participation.
Public Acceptance	The public's positive or negative perception of the tool.
B	The CIP helps to keep the public informed about future public improvements, thus providing a level of certainty to residents, developers and business owners regarding community vitality, tax burdens, and service costs.
Political Acceptance	Politician's willingness to implement tool.
B	The CIP provides a rational, defensible and analytical approach for scheduling public improvements, thus reducing pressure on politicians to implement projects that are not highly ranked. Politicians that are uncomfortable sharing control with the public or other levels of government may shy away from this tool.
Equity	Fairness to stakeholders regarding who incurs costs and consequences.
A	Ranking projects based on pre-determined, measurable criteria such as number of residents served, geographic area served, or socioeconomic needs can help ensure that public improvements are strategically located where public needs and priorities are greatest.
Administration	Level of complexity to manage, maintain, enforce, and monitor the tool.
B	Developing and implementing a CIP takes a considerable amount of work from local officials, administrative staff and departmental staff, particularly upfront. After the first year, the work becomes more familiar and less demanding. An annual review process and project request forms can make the process run more smoothly.
Scale	The geographic scale at which tool is best implemented.
City, Village, Town, County	Use of the CIP is most common among cities and villages, and growing among counties. Town use is limited but also appropriate.

GRADING EXPLANATION

A - Excellent

B - Above Average

C - Average

D - Below Average

F - Failing

Grades are subjective ratings and should be considered in light of local circumstances.

Figure 2: This excerpt from the Marshfield CIP shows common CIP features such as a project description and justification statement; expected capital, operating and other impacts; detailed funding sources by year; project rank; and graphic details.

WISCONSIN EXAMPLES

Marshfield, WI - Since the 1990s, the City of Marshfield has prepared an annual five-year capital improvement plan with the stated purpose of providing for the timely renewal and extension of the city's physical plant, controlling the city's long-term debt, and coordinating capital development. The CIP serves as a link between the city's comprehensive plan and annual budget process.

Capital Improvement Program
City of Marshfield, Wisconsin

2008 thru 2012

Contact: Ed Englehart
Department: Parks & Recreation
Category: L - Parks
Useful Life: Unassigned
Priority: Level 1

Project Name: Wildwood Station-McMillan Marsh Trail
Project #: PR-L-1647

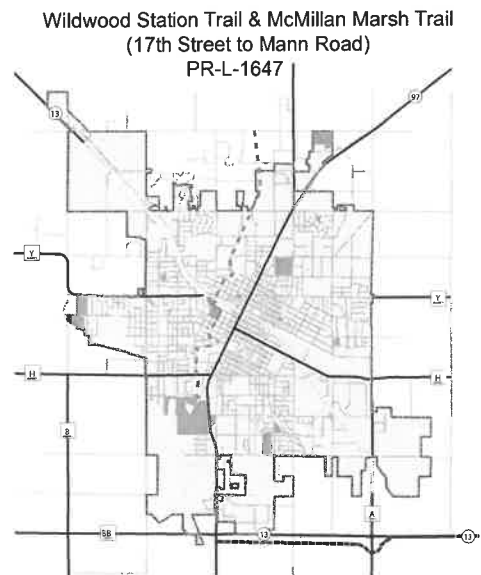
Description: The project would complete a pedestrian/bicycle trail from Wildwood Park on the south to McMillan Avenue near Fig Avenue on the north. This project narrowly missed 80/20 funding by the State of Wisconsin in 2006 and will be resubmitted in the next round of state trail funding allocations in 2008. The project will require acquisition of the former Texas Spur rail corridor from 7th Street south to Wildwood Park and cooperation from the School District of Marshfield for the trail segment on the west boundary of Grant School. A segment of the trail from Depot Street to Cleveland Street will consist of a combination of on road bike lanes and sidewalks. The remainder of the trail is proposed to be 10' asphalt surface.

Justification: This would provide a key connector segment to other existing trails through the center of the trail system plan, including the Veteran's Parkway pedestrian overpass, and would create a connection to the medical complex area, Security Health, and Grant School. This project was suggested by the Friends of the Trails and is supported by staff. Design and R.O.W. acquisition will occur in 2010 and construction in 2011. It will be important to continue to include St. Joseph's Hospital, the Marshfield Clinic and the School District of Marshfield in the planning of the project.

Operational Impact/Other: Increased maintenance cost for mowing, snow removal, and other trail and grounds maintenance.

Expenditures	2008	2009	2010	2011	2012	Total
Design			100,000			100,000
Right of Way			157,000			157,000
Construction				725,000		725,000
Total			257,000	725,000		982,000

Funding Sources	2008	2009	2010	2011	2012	Total
Non-Local Revenue			207,000	580,000		787,000
Operating Funds				25,000		25,000
Room Tax			50,000	120,000		170,000
Total			257,000	725,000		982,000



FOR MORE INFORMATION

Bowyer, Robert A. (1993). Capital Improvement Programs: Linking Budgeting and Planning. American Planning Association, Planning Advisory Service Report 442.

Chandler, Michael. (1996-97). Capital Improvement Programs – Parts I, II and III. Planning Commissioners Journal, Numbers 25, 26 and 27.

Tigue, Patricia. (1996). Capital Improvement Programming: A Guide for Smaller Governments. Government Finance Officers Association.

Vogt, A. John. (2004). Capital Budgeting and Finance: A Guide for Local Governments. International City/County Management Association.

ACKNOWLEDGEMENTS

Document prepared by Rebecca Roberts, 2008. Design and layout by Robert Newby. We gratefully acknowledge the contributions of Anna Haines and Linda Stoll, Center for Land Use Education; Bonnie Curtiss and Keith Strey, City of Marshfield; Alan Probst, Local Government Center; and Rob Burke, UW-Extension, Door County. Figure 1 photos from Bonestroo.com. Figure 2 excerpted from the City of Marshfield Capital Improvement Program, 2008-2011.

ATTACHMENT F
FLORIDA CAPITAL IMPROVEMENTS REQUIREMENTS

Capital Improvements Element

Home > Community Planning, Development and Services > Community Planning Table of Contents > Capital Improvements Element

Community Planning

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Accessing Comprehensive Plans and Plan Amendments (Florida Papers)

ORC Reports, Notices of Intent, and School Interlocal Agreement Consistency Findings

Evaluation and Appraisal Review of the Comprehensive Plan

General Information About Developments of Regional Impact and Florida Quality Developments

List of Local Governments Qualifying as Dense Urban Land Areas

Revitalization of Expired Homeowners Association Declarations and Covenants

Community Planning Staff Directory (Alphabetical)

Community Planning Review Team Assignments

With the 2011 legislative changes, Florida's local governments are no longer required to submit the annual update of the Five-Year Capital Improvements Schedule to the Department for review. However, the Capital Improvements Element remains a required critical component of the local government's comprehensive plan. The schedule must be reviewed annually by the local government to reflect the timing, location and funding of capital projects to achieve and maintain adopted level of service standards for public facilities that are necessary to implement the comprehensive plan. The update to the schedule may be accomplished by ordinance and will not be considered an amendment to the comprehensive plan. The following provides guidance for local governments as they review and update the Capital Improvements Element.

Summary of 2011 Legislative Changes

The 2011 legislative session adopted several major revisions to Chapter 163, Florida Statutes, regarding the Capital Improvements Element:

- The revisions to Chapter 163, Florida Statutes, removed the requirement that the annual update to the Five-Year Schedule of Capital Improvements (schedule) be adopted and transmitted as a comprehensive plan amendment to the state land planning agency (now the Department of Economic Opportunity) for review by December 1 of every year.
- The requirement for the adoption of the Capital Improvements Element as one component of the local comprehensive plan remains unchanged [163.3177(3)(a), Florida Statutes]. Pursuant to Section 163.3177(3)(b), Florida Statutes, local governments are still required to undertake an annual review of the Capital Improvements Element to update the Five-Year Capital Improvement Schedule.
- The annual update to the schedule may now be accomplished by ordinance and not as an amendment to the comprehensive plan. [163.3177(3)(b), Florida Statutes]. The update to the Capital Improvements Element policy referencing the facility work plan adopted by the local school board may also be adopted by reference and is not subject to state review. However, note that other amendments to the Capital Improvements Element outside of the 5-year schedule (such as policy changes, level of service standard changes, etc.) are still subject to the regular expedited amendment review processes.
- The requirement that the schedule demonstrate financial feasibility has been removed. However, the necessary capital projects must still be listed in the schedule, projected revenue resources identified, and the project listed as "funded" or "unfunded" and assigned with a level of priority for funding.
- Section 163.3164(7), Florida Statutes, "definitions" – establishes the definition of "capital improvement". Note that the definition states that capital improvements are to be physical assets, excluding items like operation and maintenance services and studies. There is no requirement to include these types of non-physical asset expenditures in the Schedule of Capital Improvements (however, there is no prohibition either).
- Section 163.3177(3)(a), Florida Statutes, explains the purpose and the requirements of the Capital Improvements Element "to consider the need for and location of public facilities...to encourage the efficient use of such facilities." These provisions require that the capital improvement projects, which are necessary to ensure that adopted level of service standards for public facilities will be achieved and maintained for the five-year period, will be adopted into the Schedule of Capital Improvements.
- Section 163.3180, Florida Statutes, Concurrence, establishes that sanitary sewer, solid waste, drainage and potable water are the only public facilities subject to statewide concurrence requirements. Based upon the recent statutory changes, application of concurrence requirements are now optional for parks and recreation, public schools and transportation. For more information, see Transportation Planning.

Preparation of the Five-Year Capital Improvements Schedule

While the purpose of the Capital Improvements Element is to consider the need for and the location and the efficient use of public facilities, the Capital Improvements Schedule functions as the vehicle for the element's achievement. The Capital Improvements Schedule identifies the local government's capital projects necessary for implementation of the comprehensive plan and to ensure that the adopted level of service standards for public facilities are achieved and maintained for the five-year planning period. The following guidance is intended to help the reader understand the general steps for preparation of the Capital Improvements Schedule:

1. **Level of Service Analysis:** To determine the availability of public facilities, prepare an analysis for each facility to establish the current capacity for that facility. Based upon the adopted level of service standards, determine how much of that capacity is now in use and how much excess capacity remains or how deficient the facility is;
2. **Project the Demand:** Based upon the local government's population projection and the adopted Level of Service standards, estimate the demand for each facility for each year for the next five-year planning period;

Business & Economics
Community



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11 voice telephone numbers on the website may be created by persons using TTY/TDD equipment in the Florida Relay Service a

ORDINANCE NO. 2021 -06

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING § 6-289 OF THE TOWN CODE TO REMOVE A PROVISION OF THE CODE WHICH IS NOW INCONSISTENT WITH CHAPTER FIVE OF THE CODE 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, on October 7th 2020, the Board of Commissioners adopted Ordinance 2020-06, making certain revisions to the functions performed by the Town's Board of Adjustment; and

WHEREAS, in relevant part, Ordinance 2020-06 created a new § 6-289(d), which set forth certain variance requests the Board of Adjustment was prohibited from hearing or granting, and in subsection (d)(3) specifically prohibiting variances "from the regulations governing non-conforming docks set forth in section 5-57(a)(7); and

WHEREAS, on March 17th 2021, the Board of Commissioners adopted Ordinance 2021-01, which in part made certain revisions to Town policy concerning docks including authorizing the Board of Adjustment to consider certain dock-related variances; and

WHEREAS, subsequent to the adoption of Ordinance 2021-01, Town Code § 6-289(d)(3) has become inconsistent with the most current statement of Town policy regarding the Board of Adjustment's authority related to dock-related variances; and

WHEREAS, in light of the foregoing, the Town Attorney has recommended this Ordinance to the Board of Commissioners so as to remove Town Code § 6-289(d)(3) and the inconsistency it contains; and

WHEREAS, the Board of Commissioners has considered the Town Attorney's recommendation and finds the adoption of this Ordinance to be consistent with the most current stated policy of the Commission, as set forth in Ordinance 2021-01; and

WHEREAS, the Board of Commissioners 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. Section § 6-289(d) of the Redington Beach Town Code is hereby amended to read as follows:

(d) *Prohibited Variances.* The board of adjustment is specifically prohibited from hearing and granting any variance from:

- (1) The provisions of Appendix A to the Town's Code of Ordinances restricting, providing, and establishing certain zones and zoning of the Town;
- (2) The overall height of buildings and structures within the Town as set forth in Section 20 of the Charter of Redington Beach and sections 5(c) and (d) of the building regulations of Appendix A of the Redington Beach Code;
- (3) ~~The regulations governing non-conforming docks set forth in section 5-57(a)(7) of the Redington Beach Code; and~~
- (34) Any provision of the Town's Comprehensive Plan.

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 7th day of April, 2021, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the ____ day of _____,
2021, by the Board of Commissioners of the Town of Redington Beach, Florida.

David Will, Mayor

Attest:

Missy Clarke, CMC, Town Clerk

	Motion	Seconded	Aye	Nay	Absent
Commissioner					
Commissioner Cariello					
Commissioner Skjoldager					
Vice Mayor Dorgan					
Mayor Will					

TOWN OF REDINGTON BEACH

Resolution 2021-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, PROVIDING FOR SIGNATORIES AT CHASE BANK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Redington Beach authorized the Town Commissioners to handle all aspects of municipal needs for the Town of Redington Beach including that of maintaining and providing for banking services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA AS FOLLOWS:

Section 1: Pursuant to the Town Charter and Ordinances, the Town Commissioners have the ability and authority to enter into and provide for banking services on behalf of the Town of Redington Beach.

Section 2: That the Town of Redington Beach Commission authorizes the following officials to effect transactions with Chase Bank: Mayor David Will, Commissioner Tom Dorgan, Commissioner Shawntay Skjoldager, Commissioner Richard Cariello and Commissioner

Section 3: This resolution shall become effective upon adoption.

Section 4: All Resolutions and part of Resolutions in conflict herewith are repealed.

PASSED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULATION SESSION THIS 17th Day of March, 2021.

Attest:

By: _____
Missy Clarke, CMC, Town Clerk

By: _____
David Will, Mayor

	Motion	Second	Aye	Nay	Absent
Commissioner					
Commissioner Cariello					
Commissioner Skjoldager					
Vice Mayor Dorgan					
Mayor Will					

G.A. NICHOLS COMPANY

2271 BELLEAIR RD
CLEARWATER, FL 33764
FLA LIC # CGCA 17846

(727) 561-0509
Fax (727) 561-0511
greg@ganichols.com

PROPOSAL

March 26, 2021

Missy Clarke
Town of Redington Beach
105 164th Ave
391-3875
townclerk@townofredingtonbeach.com

RE: Storm Box Covers
16026 Redington Dr

WE WILL PROVIDE EQUIPMENT, LABOR AND MATERIAL TO DO THE FOLLOWING WORK:

Remove the 2 existing covers
Rebuild the box throats to support new covers
Supply and install new traffic rated frame and cover assemblies

Install a pipe plug and pump down the box.
Inspect the box and report any damage

Cost for this work..... \$ 6900

Conditions: We are not responsible for damage to unmarked underground lines of any type
No engineering or permitting costs included

Sincerely,

Greg Nichols
President