



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
Wednesday, May 19, 2021
6:30 P.M.**

Town Hall

Assembly Hall

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

Public Safety	Commissioner Kornijtschuk
Building/Code	Commissioner Skjoldager
Public Works/Parks	Commissioner Cariello
Finance	Vice Mayor Dorgan
Mayor	
Town Clerk	
Attorney Eschenfelder	
Boards & Committees	
- 7. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, May 5, 2021**
 - B. Bill List for Day Ending May 14, 2021**
- 8. UNFINISHED BUSINESS**
 - A. Proposal for Pipe Cleaning**
 - B. Proposal for Boca Ciega Water Quality Improvement Project**
 - C. Gulf Beaches Public Library Agreement**
 - D. Final Reading Ordinance 2021-02: An Ordinance of the Town of Redington Beach, Florida, Amending Articles I and II of Chapter 13, (Parks and Recreation) of the Town Code to Remove Outdated, Preempted, or Unenforceable Provisions and to Incorporate Current State and Federal Law Requirements; Making Related Findings; Providing for Codification, Severability, and an Effective Date.**



- E. **Final Reading Ordinance 2021-03: An Ordinance of the Town of Redington Beach, Florida, Amending Chapter 21 (Traffic, Vehicles, and Parking) of the Town Code to Remove Outdated, Preempted or Unenforceable Provisions and to Incorporate Current State and Federal Law Requirements; Making Related Findings; Providing for Codification, Severability, and an Effective Date.**
- 9. **NEW BUSINESS**
 - A. **Interlocal Agreement for Distribution of Potential Additional 5 Cent Local Option Tax**
 - B. **Planning Board Appointment**
- 10. **OTHER BUSINESS**
- 11. **ADJOURNMENT**

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

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

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

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

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



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
HYBRID MEETING
Wednesday, May 5, 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, May 5, 2020, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Will called the **Regular Meeting** to order and led the pledge of allegiance.

Roll Call

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

Approval of Agenda: Mayor Will requested an amendment to the agenda to add Beach Raking under new business item "E". A motion by Commissioner Kornijtschuk and seconded by Commissioner Cariello to approve the agenda as presented. No public comment. Motion passed with all ayes.

Public Forum: Jeannie Dwyer, 15742 Gulf discussed the lighting along Gulf Blvd and the sea turtles. Mayor Will will speak with the mayor of Treasure Island as they had their lights changed to an amber color and will see if this is an option for Redington Beach.

Ken Sulewski, 16213 Redington Drive, spoke on the wastop valves and the infiltration trenches.

Chuck Goldstein, 16028 3rd Street spoke on the issues of the wastop valves and the need to have them installed along 3rd Street.

Burt Cormier, 16111 3rd Street requested that the valve get put in and to be more aggressive in getting these installed.

Pete Rawlik, 10 164th, Unit # 4, asked if any movement has been done on the music in the park.

Reports:

Public Safety

- Reported that the bushes at town park have been trimmed by staff as there was a safety issue when entering Gulf Blvd from 164th Avenue.

Building/Code

- Nothing to Report.

Public Works/Parks

- Had spoken with Commissioner Kornijtschuk regarding the bush at town park. The park board met and they are in negotiations with Clark's on the holiday lights when the contract ends.

Finance

- Nothing to Report.

Mayor

- Nothing to Report.

Town Clerk

- The Deputy Clerk, Adriana Nieves, attended training for Floodplain Management. She passed the test and is now a certified floodplain manager.

Town Attorney

- Nothing to Report

Boards and Committees

- Nothing to Report.

CONSENT AGENDA

- A. Board Regular Meeting Minutes, April 21, 2021**
- B. Bill list ending for Day ending April 30, 2021**
- C. Proclamation: Older Americans Month 2021**
- D. Proclamation: Teacher Appreciation Week**

A motion by Commissioner Kornijtschuk and seconded by Vice Mayor Dorgan to approve the consent agenda as presented. No public comment. Motion passed with all ayes.

UNFINISHED BUSINESS

- A. Continued and 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.** Attorney Eschenfelder read the ordinance by title only. A motion by Commissioner Cariello and seconded by Commissioner Kornijtschuk to adopt the ordinance on final reading. Town Planner, Bruce McLaughlin noted that on Page 8, line 34,

the square footage needs to be changed to 400 sq. ft to be uniform with the site plan ordinance. No public comment. Roll call vote was taken and motion passed with all ayes.

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

- B. Final 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 in the Capital Improvements Element of the Town of Redington Beach Comprehensive Plan, Providing for Severability; and Establishing an Effective Date.** Attorney Eschenfelder read the ordinance by title only. A motion by Commissioner Kornijtschuk and seconded by Commissioner Cariello to adopt the ordinance on its final reading. No public comment. Roll call vote was taken and motion passed with all ayes.

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

- C. Final 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, of Unenforceable Provision and to Incorporate Current State and Federal Law Requirements; making Related Findings; Providing for Codification, severability, and an Effective Date.** Attorney Eschenfelder read the ordinance by title only. A motion by Commissioner Kornijtschuk and seconded by Commissioner Cariello to adopt the ordinance on its final reading. This ordinance was a housekeeping item in order for the Board of Adjustments to be able to hear variances on non-conforming docks. No public comment. Motion passed with all ayes by roll call vote.

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

- D. 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. Attorney Eschenfelder read the ordinance by title only. A motion by Commissioner Kornijtschuk and seconded by Commissioner Cariello to adopt the ordinance on final reading. Town Planner, Bruce McLaughlin stated that this is mandated by State Statute. After the first reading, the ORC report had recommendations and comments. The ordinance will become effective on its final review by the state. The town planner also requested that the town commission adopt the Water Supply Facility Work Plan and endorse the staff report as an appendix by the recommendation of the ORC report. No public comment. Roll Call vote was taken and motion passed with all ayes to include adopting the ordinance on its final reading, adopt the Water Supply Facility Work Plan and to endorse the staff report as an appendix.

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

NEW BUSINESS

- A. Park Board Appointment:** Two applications were received for the park board appointment. Town Clerk reported that she received an email from Mandy Kwon who was unable to attend the meeting tonight. A motion by Commissioner Cariello to appoint Mandy Kwon for another two year term, seconded by Commissioner Kornijtschuk. Motion passed with all ayes.
- B. Planning Board Appointment:** A motion by Commissioner Kornijtschuk and seconded by Commissioner Skjoldager to appoint Tim Thompson as a full member of the planning board. No public comment. Motion passed with all ayes.
- C. Finance Committee Appointment:** Sheree Rosende spoke on her behalf and stated she is a CPA and has experience working with a non-profit company. A motion by Commissioner Cariello and seconded by Commissioner Kornijtschuk to appoint Sheree Rosende to the finance committee. Motion passed with all ayes.
- D. Resolution 2021-04: A Resolution of the Town of Redington Beach, Florida, Adopting the 2020 Pinellas County Local Mitigation Strategy as the Town of Redington Beach Floodplain Management Plan, Providing for an Effective Date.** Attorney Eschenfelder read the resolution by title only. A motion by Vice Mayor Dorgan and seconded by Commissioner Cariello to adopt the resolution. Mayor Will recapped the memo from the Deputy Clerk on the purpose of adopting this resolution. No discussion, no public comment. Motion passed with all ayes by roll call vote.

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

- E. Beach Raking:** Town Attorney noted that requests have been sent to the town clerk to not have the beach raked behind their homes. They are Sally Dowdle, Shawn Buending, Liz Schmidt, and Thomas Brown. He stated that research had been done and there was no formal action taken by the commission to have the beach raked. There were minutes in which the park board referred to beach raking as well as purchasing a tractor for beach raking. His legal recommendation is to stop raking the beach. The wet sand could still be raked, but not the dry sand. Public comments from Pete Rawlik, Ms. Dwyer, Beth, 16004 Gulf Blvd, Wendy Fields, Debra Anderson, and Leslie Wilkins all spoke on the subject of beach raking. The residents who live on the beach stated they have their own private company that rakes and does not want the town to be doing this. The residents who lived inland were against the town stopping the raking. The consensus of the commission was to stop the beach raking at this time.

Other Business

With no further business, a motion was made by Commissioner Kornijtschuk and seconded by Commissioner Cariello 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: 05/14/2021

Time: 12:30 pm

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
F 101 General Fund							
Dept: 511 Legislative							
101-511-511.111	Registration						
	CHASE CARD SERVICES	7720681	2021 Legisl. Wrap Up	0	05/06/2021	05/06/2021	15.00
	CHASE CARD SERVICES	7720681 -1	2021 Legisl. Wrap up	0	05/06/2021	05/06/2021	15.00
							30.00
						Total Dept. Legislative:	30.00
Dept: 512 Town Clerk							
101-512-512.409	Con Education/R						
	ADRIANA NIEVES	2021-05-12	FFMA Conf. Parking, Binders	0	05/12/2021	05/12/2021	70.00
							70.00
101-512-512.410	Telephone						
	BRIGHT HOUSE NETWORKS	056775401050921	5/8/21-6/7/21	0	05/09/2021	05/09/2021	199.96
							199.96
101-512-512.411	Internet Services						
	BRIGHT HOUSE NETWORKS	056775401050921	5/8/21-6/7/21	0	05/09/2021	05/09/2021	142.97
							142.97
101-512-512.421	Stamps.com						
	CHASE CARD SERVICES	2021-05-12	Stamps.com MAY 2021	0	05/12/2021	05/12/2021	17.99
							17.99
101-512-512.440	Utilities- Water/EI						
	DUKE ENERGY	73928-48713	2021-05-12 3/29-4/28/2021	0	04/28/2021	04/28/2021	312.04
							312.04
101-512-512.490	Advertising						
	TIMES PUBLISHING COMPAI	0000157504	Ordinance 2021-02	0	05/05/2021	05/05/2021	70.00
	TIMES PUBLISHING COMPAI	0000157512	Ordinance 2021-03	0	05/14/2021	05/14/2021	80.00
							150.00
101-512-512.510	Office Supplies						
	ADRIANA NIEVES	2021-05-12	FFMA Conf. Parking, Binders	0	05/12/2021	05/12/2021	6.00
	APEX OFFICE PRODUCTS	2200866-0	Paper towels, floor cleaner	0	05/06/2021	05/06/2021	62.49
	MAD BEACH PRINT SHOP	109531	Envelopes	0	05/05/2021	05/05/2021	141.00
	TAMPA BAY TELEPHONE	31669	June, July, August 2021	0	05/01/2021	05/01/2021	99.00
	WATER BOY INC	2021-05-12	Drinking Water	0	05/12/2021	05/12/2021	36.22
							344.71
101-512-512.515	Office Copier/Lea						
	KONICA MINOLTA BUSINESS	272948684	4/1-4/30/2021	0	04/30/2021	04/30/2021	121.19
							121.19
101-512-512.520	Office Copier/Use						
	KONICA MINOLTA BUSINESS	272948684	4/1-4/30/2021	0	04/30/2021	04/30/2021	63.90
							63.90
						Total Dept. Town Clerk:	1,422.76
Dept: 514 Legal Counsel							
101-514-514.124	Town Attorney						
	TRASK, DAIGNEAULT, LLP A	5525	General April 2021	0	05/03/2021	05/03/2021	4,511.50
							4,511.50
101-514-514.310	Legislative Coun:						
	TRASK, DAIGNEAULT, LLP A	5526	Code Revision April 2021	0	05/03/2021	05/03/2021	1,890.00
							1,890.00
						Total Dept. Legal Counsel:	6,401.50
Dept: 515 Comprehensive Planni							

INVOICE APPROVAL LIST BY FUND REPORT

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
1 15-515.310	Planning						
	BRUCE MCLAUGHLIN CONS	05142021	4-30 to 5-13	0	05/14/2021	05/14/2021	1,998.00
	LTA ENGINEERS, LLC	2314	Comp Plan -LDC - 4/1-4/30/21	0	05/06/2021	05/06/2021	5,309.77
							7,307.77
							Total Dept. Comprehensive Planning: 7,307.77
Dept: 539 Department of Public V							
101-539-539.440	P/W Utilities						
	DUKE ENERGY	05102021	April-May	0	05/10/2021	05/10/2021	13.78
							13.78
							al Dept. Department of Public Works: 13.78
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig						
	DUKE ENERGY	73928-48713	2021-05-12 3/29-4/28/2021	0	04/28/2021	04/28/2021	3,539.44
							3,539.44
							Total Dept. Roads & Streets: 3,539.44
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	73928-48713	2021-05-12 3/29-4/28/2021	0	04/28/2021	04/28/2021	39.57
							39.57
101-572-572.462	Maintenance - Gr						
	PIECZONKA TROPHY OF FLA	61269	GOLDSCHMIDT plaque	0	04/27/2021	04/27/2021	14.00
							14.00
101-572-572.521	Twin Towers Ope						
	FLORIDA MONUMENT	210511	Douglas Eisele Brick	0	05/14/2021	05/14/2021	26.00
							26.00
101-572-572.522	Gasoline & Oil						
	CHASE CARD SERVICES	408091	SPEEDWAY - diesel fuel	0	04/22/2021	04/22/2021	29.29
	CHASE CARD SERVICES	415460	SPEEDWAY - diesel fuel	0	04/27/2021	04/27/2021	13.09
	WEX BANK	449850	Unleaded	0	04/26/2021	04/26/2021	74.03
	WEX BANK	463398	Unleaded	0	05/05/2021	05/05/2021	88.93
	WEX BANK	459909	Unleaded	0	05/12/2021	05/12/2021	65.46
							270.80
101-572-572.535	Signage						
	OSBURN ASSOCIATES INC	284498	ALL WAY, 161st Ave, Red. Dr.	0	05/07/2021	05/07/2021	109.84
							109.84
							Total Dept. Parks and Recreation: 460.21
							Total Fund General Fund: 19,175.46
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.441	Utility Mailing Co:						
	PINELLAS COUNTY UTILITIE	90001687	Stormwater billing 04/21	0	05/06/2021	05/06/2021	607.68
							607.68
400-535-535.650	Engineering Expe						
	LTA ENGINEERS, LLC	2315	Storm Water 4/1-4/30/21	0	05/06/2021	05/06/2021	6,373.58
							6,373.58
							Total Dept. Storm Water: 6,981.26
							Total Fund Storm Water: 6,981.26

INVOICE APPROVAL LIST BY FUND REPORT

Date: 05/14/2021

Time: 12:30 pm

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
						Grand Total:	26,156.72

5/4/2021

9823 Payroll
9824 Payroll
9825 Payroll
9826 Payroll

2,324.28
1,427.58
1,336.03
1,085.64

6,173.53

MAYOR WILL

COMMISSIONER KORNIJTSCHUK

COMMISSIONER SKJOLDAGER

VICE MAYOR DORGAN

ATTEST:

COMMISSIONER CARIELLO

Missy Clarke, CMC, Town Clerk

Regular Meeting of May 19, 2021



Meeting Date May 19, 2020
Advertised Public Hearing
Agenda Item 8.a.

MEMORANDUM

TO: Town of Redington Beach Town Commission
FROM: Lynn T. Burnett, P.E. - LTA Engineers, LLC
SUBJECT: Pipe Cleaning Recommendation for Award

EXECUTIVE SUMMARY

In advance of the Boca Ciega Bay Water Quality Improvement Project the Town's stormwater pipes will need to be cleaned. Sediment must be removed and the outfalls must also be cleaned to allow for installation of Wastop Valves. LTA Engineers contacted three contractors seeking prices for this maintenance work and received two quotes.

Aqua-Natik Underwater-Work and All South Underground provided unit price quotes for outfall cleaning, stormwater pipe cleaning, inspection of pipes and installation of Wastop Valves. Due to the many unknowns surrounding the existing stormwater system, the pipe cleaning bid units are based on day and hour costs for the work.

A detailed presentation will be made at the commission meeting. Consensus to move forward with one or both of the companies will be requested.

ATTACHMENTS:

EXHIBIT A – AQUA-NATIK UNDERWATER-WORK, LLC PROPOSAL
EXHIBIT B – ALL SOUTH UNDERGROUND, LLC PROPOSAL
EXHIBIT C – EXISTING INFRASTRUCTURE MAP



AQUA-NAUTIK Underwater-Work LLC.

commercial-diving-compan

office phone: (954) 775-0704
 net: www.aqua-nautik.com
 e-mail: info@aqua-nautik.com
 5225 NW 35th Ave.,
 Ft. Lauderdale, FL 33309

Dated As: May 13th 2021

To:

Company Name: LTA Engineering LLC
Customer Name: Sarah Propst
 (941) 259-7107
Address: info@ltaengineers.com
 PO Box 789
 Cortez, FL 34215

Ship from:

Company Name: Aqua-Nautik Underwater-Work LLC.
Name: Carsten Thoerner
Address (Office): 5225 NW 35th Ave, Ft. Lauderdale, FL 33309
Phone: ☎: (954) 775-0704, ☎: (954) 655-8149
Contact person: Bill Mulder
 ☎: (954) 775-0704, ☎: (954) 651-3393

Proposal #: 2105-0139, "pipe cleaning Redington Beach"

Line	Item	Detail	Qty	Unit Price	Amount
Pipe cleaning and documentation of up to 43 outfalls pipes additional to 2105-0139					
		Scope of work: - Cleaning of up to 43 outfall pipes - Suction and collecting of blockages inside the pipes to attached settling basins (2x 30cy) - Moving / Disposing of extracted material. Dump area up to 15miles away from City of Redington Beach provided by the city.			
1	Dredge System	- 6" Dredge Pump, up to 8.5h/d - 600' of Suction Hose (6" + 4") - 300' of Discharge Hose (6") - Prices includes transport and operational needs	1.0 day	\$ 650.00	TBD
2	Material Processing and Containment	- (2) 30 Cubic Yard Material Processing Container - (1) Polymer Distribution Plant, 8' Container, 1 Operator - Processing Container and Polymer Distribution Hoses	1.0 day	\$ 985.00	TBD
2.1	MOB/DEMOB	- mobilization/demobilization of equipment named in line 2 from Fort Lauderdale to Redington Beach and back to Fort Lauderdale.	1.0 ls	\$ 3,450.00	TBD
3	Truck Crane	Truck Crane attached with a clamshell bucket to empty filled settling basins to keep the suction process moving, for filling the dump truck with removed pipe debris.	1.0 day	\$ 1,450.00	TBD



AQUA-NAUTIK Underwater-Work LLC.

commercial-diving-company

office phone: (954) 775-0704
net: www.aqua-nautik.com
e-mail: info@aqua-nautik.com
5225 NW 35th Ave.,
Ft. Lauderdale, FL 33309

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Line	Item	Detail	Qty	Unit Price	Amount
4	Dump Truck	Dump Truck to move the content of the settling basin. Dump area up to 15miles away from City of Redington Beach provided by the city. Client will be responsible for the cost of disposing of the extracted material.	1.0 day	\$ 950.00	TBD
5	Operation Robotic Van	for inspection, cleaning services of submerged or dry pipes, valves and fittings is equipped as follows: - Water Jet and Cutting Robot 125 and 160 for up to 9.5K/4 GPM or 20K/20GPM - Waterproof Camera - CCTV inspection - Jetting Camera - 2 operators - HP water unit up to 9.5K psi- 4 GPM Equipment is approved only for use in portable or Stormwater water – <u>No Sewer</u>	1.0 hour	\$ 398.00	TBD
	Work Site	Redington Beach			
	provided by customer:	- free access to all outfall / catch basin locations - home owners informed by the city of the inspections and entering their backyard seawalls - MOT "movement of traffic" - Upon completion pipe cleaning city provided a vacu truck to finalize cleaning of the settling basins			
	Sales Tax	Ft Lauderdale, Florida Sales Tax 6.0% (depend of contractor and location in Florida) (without tax, when customer is tax exempt)			\$ 0.00
				S&H	\$ 0.00
				TOTAL	TBD

FYI: time to clean a pipe is depend of how much they are blocked and kind of debris which is collected over years inside the pipes.

Additional Notes:

Invoices are to pay within 10 days after the date of invoice. Partial invoices like payment plan.
A penalty of 1.5% of the invoice amount for each overdue week is payable by the customer.

[Signatures of Authorized Person]
Carsten Thoermer, CEO



AQUA-NAUTIK Underwater-Work LLC.

commercial-diving-compan

office phone: (954) 775-0704
 net: www.aqua-nautik.com
 e-mail: info@aqua-nautik.com
 5225 NW 35th Ave.,
 Ft. Lauderdale, FL 33309

Dated As: May 12th 2021

To:

Company Name: LTA Engineering LLC
Customer Name: Sarah Propst
 (941) 259-7107
Address: info@ltaengineers.com
 PO Box 789
 Cortez, FL 34215

Ship from:

Company Name: Aqua-Nautik Underwater-Work LLC.
Name: Carsten Thoermer
Address (Office): 5225 NW 35th Ave, Ft. Lauderdale, FL 33309
Phone: ☎: (954) 775-0704, ☎: (954) 655-8149
Contact person: Bill Mulder
 ☎: (954) 775-0704, ☎: (954) 651-3393

Proposal #: 2105-0139, "outfall inspection Redington Beach"

Line	Item	Detail	Qty	Unit Price	Amount
Outfall inspections / cleaning and documentation of 42 outfalls for upcoming cleaning and valve installation					
		Scope of work: - Searching and Exposing outfalls - high pressure cleaning of outfalls - documentation outfalls for WaPro Valves Installing determine scope of work for pipe cleaning			
1	in water service	for inspection of 43 outfalls for upcoming valve installation - no tideflex or similar valves needs to remove to determine diameter/condition - 43 locations, listed in sheet: "Attachment_#1 - LTA and CPWG Outfall Sizes" Worktime up to 10hours a day, incl. Travel time 2 times a week (Monday & Friday)	Up to 12.00days	\$ 2,950.00	\$ 35,400.00
	dive site	- City of Redington Beach - all access from waterside			
	included as follow:	- water high pressure cleaner - trash pump for sediment moving - diving boat 28' - uw-video survey			



AQUA-NAUTIK Underwater-Work LLC.

commercial-diving-company

office phone: (954) 775-0704
net: www.aqua-nautik.com
e-mail: info@aqua-nautik.com
5225 NW 35th Ave.,
Ft. Lauderdale, FL 33309

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Line	Item	Detail	Qty	Unit Price	Amount
	provided by customer:	- free access to all outfall locations - home owners informed by the city of the inspections and entering their backyard seawalls - docking place (overnight storing) - accommodation for our dive team			
	Sales Tax	Ft Lauderdale, Florida Sales Tax 6.0% (depend of contractor and location in Florida) (without tax, when customer is tax exempt)			\$ 0.00
				S&H	\$ 0.00
				TOTAL	\$35,400.00

Additional Notes:

Invoices are to pay within 10 days after the date of invoice. Partial invoices like payment plan.

A penalty of 1.5% of the invoice amount for each overdue week is payable by the customer. _____

[Signatures of Authorized Person]
Carsten Thoermer, CEO

Exhibit B



Proudly Serving the Southeastern United States

Estimate 203356

Estimate Date 5/14/2021

General Pricing Standard

FOR QUESTIONS ABOUT THIS ESTIMATE, CALL OUR ESTIMATING & SALES DEPT: (888) 382-6259 x2

Pay Items	Qty	Price	Total
Pricing for a typical day of service.			
===== JET-VAC CLEANING - NEW STORMWATER PIPE - PER LF • 900 Linear-Foot Daily Minimum Charge; Standard 8-Hour (Port-To-Port) Day. • Overtime Charge of \$265.00/Hour per Jet-Vac Truck shall apply to Client-directed work in excess of Standard 8-Hour (Port-To-Port) Day. VIDEO PIPE INSPECTION - WITH LASER MICROMETRY (JOINT & CRACK MEASUREMENT) - PER LF • 1,500 Linear-Foot Daily Minimum Charge; Standard 8-Hour (Port-To-Port) Day. • Does not include Laser Profiling. • Overtime Charge of \$245.00/Hour per Inspection Crew shall apply to Client-directed work in excess of Standard 8-Hour (Port-To-Port) Day. ===== JET-VAC TRUCK SERVICE - DAY RATE (includes up to 8 Hrs Port-to-Port) - Hours in excess of 8 per day will be billed at an Overtime Rate of \$285/Hr PIPE VIDEO INSPECTION SERVICE - DAY RATE (includes up to 8 Hours Port-to-Port) - Laser Joint Measurement, Dip-Ball, and Mandrel services included. -- Hours in excess of a Full-Day (8 Hrs) will be billed at an Overtime Rate of \$260/Hr -- Laser Profiling Surcharge: \$420/Full-Day *Customer must notify ASU production at least 24 hours prior to mobilization for Laser Measurement, Dip-Ball, Mandrel, or Laser Profiling services. ===== THE FOLLOWING TERMS & CONDITIONS APPLY ===== DAILY MINIMUMS - Conditions outside the control of ASU may prevent ASU's crews from being able to meet daily cleaning or inspection minimums; in such cases, the respective Daily Minimum Charge shall apply. ASU STANDBY & PARTIAL DAYS - In the event that ASU crews must go on standby, abandon work early, or work a partial day (less than eight hours port-to-port) for reasons outside the Client's control, ASU shall deduct one-eighth (1/8th) of the respective daily minimum quantity charge from the affected service(s) for each hour of non-production on each respective day. OVERNIGHT MOBILIZATIONS - For projects that require overnight stays (as determined by ASU): On the first day of each out of town mobilization, ASU crews will travel to the project and work until the travel time and work time combined equal eight hours; such days will be billed according to minimum daily charge quantities. Mobilization for the return trip(s) home is free of charge. CLEANING EXCLUSIONS: Cleaning/desilting services hereunder do not include root cutting, descaling, detuberculation, or the removal of large or excessive rocks, concrete, bricks, or foreign objects. CLIENT OBLIGATIONS - The following shall be provided by Client, at no cost to ASU, such that ASU may perform its work without delay: • Daily Written Pipe Services Directives (comprised of: a list of pipe sections to be serviced, indication of the services to be performed on each, and the sequence in which the pipe sections shall be serviced) • On-Site 2" Water Source or Hydrant Meter (providing clean water; suitable for jetter equipment) • Bypass Pumping (wherever necessary) • Management of Traffic ("MOT") • Lawful On-Site Dump Area (including permits; compliant with environmental regulations) • Drive-Up Access to Work Areas, Dump Areas, & Water Sources • All necessary permits • Isolation & Dewatering of All Pipe Structures (prior to mobilization or direction of Subcontractor's work) • Inlet Protection (install, maintain, remove; to prevent debris from entering cleaned pipe systems)	900	2.22	1,998.00
	1,500	1.47	2,205.00
	1	1,900.00	1,900.00
	1	1,600.00	1,600.00
Total			\$7,703.00

This is not an offer to contract as additional terms and conditions may apply.
Please contact your All South Underground representative for details.



Meeting Date May 19, 2021
Advertised Public Hearing
Agenda Item 8.b.

MEMORANDUM

TO: Town of Redington Beach Town Commission
FROM: Lynn T. Burnett, P.E. - LTA Engineers, LLC
SUBJECT: Boca Ciega Bay Water Quality Improvement Project Recommendation for Award

EXECUTIVE SUMMARY

On April 9, 2021, the Town of Redington Beach put out to bid the W220 Boca Ciega Bay Water Quality Improvement Project. This project is cooperatively funded between Southwest Florida Water Management District (SWFWMD), Tampa Bay Environmental Restoration Fund (TBERF) and the Town of Redington Beach. The bid closed on May 10, 2021. The Town received one bid from Harbor Contracting LLC and two no bids were received via e-mail.

This project consists of stormwater infiltration within the right of-way to provide water quality benefits. Based on the quantities of infiltration trench, labor, materials, and unit prices provided as well as total calendar days for completion, it is my professional recommendation that the Contract for the W220 Boca Ciega Bay Stormwater Quality Improvement Project be awarded to Harbor Contracting, LLC. Based on review of quantities provided in the bid by Harbor Contracting LLC, I have confirmed that the measurable benefits will be able to be accomplished.

RECOMMENDED MOTION: STAFF RESPECTFULLY REQUESTS THAT THE BOARD OF COMMISSIONERS AWARD THE PROJECT TO HARBOR CONTRACTING, LLC. AND EXECUTE THE CONTRACT FOR WORK TO BE COMPLETED AS PRESENTED.

ATTACHMENTS:

ATTACHMENT A – BOCA CIEGA BAY BID TABULATION AND RECOMMENDATION FOR AWARD
ATTACHMENT B – HARBOR CONTRACTING LLC BID
ATTACHMENT C – TAMPA BAY CONTRACTING SERVICES AND WOODRUFF & SONS NO BID EMAILS
ATTACHMENT D – HARBOR CONTRACTING CONSTRUCTION AGREEMENT WITH EXIHIBITS A - F

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

Pinellas County, Florida
LTA File No: 450.01.01.20

Based on the quantities of infiltration trench, labor, materials, and unit prices provided as well as total calendar days for completion, it is my professional recommendation that the Contract for W220 Boca Ciega Bay Stormwater Quality Improvement Project be awarded to Harbor Contracting, LLC. Based on review of quantities provided in the bid by Harbor Contracting LLC, I have confirmed that the measurable benefits will be able to be accomplished.

Prepared by: Lynn T. Burnett, P.E. #53226

BID TABULATION

HARBOR CONTRACTING LLC

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
A.	<u>CLEARING AND EARTHWORK</u>				
1	Removal of unsuitable materials	0	CY	\$125.00	\$0.00
2	Provide gravel filter bags at inlets	13	EA	\$85.00	\$1,105.00
3	Sod Miscellaneous Restoration	0	SY	\$20.00	\$0.00
4	Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00
5	Remove and Dispose of Trees	0	EA	\$2,000.00	\$0.00
6	Roadway cut and repair	0	SY	\$150.00	\$0.00
7	Mill and resurface roadway crossing	0	SY	\$175.00	\$0.00
<u>Sub-Total Clearing and Earthwork</u>					\$2,105.00

HARBOR CONTRACTING LLC

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
B. STORMWATER					
1	Furnish and install new FDOT Type C inlet	0	EA	\$3,000.00	\$0.00
2	Construct infiltration trench. Includes: installation labor only - No. 57 & No. 89 stone	500	SY	\$60.00	\$30,000.00
3	H.D. Infiltration Trench Materials - #57 Stone	250	CY	\$45.00	\$11,250.00
4	H.D. Infiltration Trench Materials - #89 Stone	70	CY	\$80.00	\$5,612.00
5	Mirafi Fabric (Materials only)	1,000	SY	\$1.35	\$1,350.00
6	True Grid or equivalent (Materials only)	300	SY	\$35.00	\$10,500.00
7	Furnish and Install Salt Tolerant Sod	500	SY	\$11.00	\$5,500.00
8	Furnish and Install No. 89 Stone	75	SY	\$40.00	\$3,000.00
9	Furnish and install C-900 12" Pipe	0	LF	\$55.00	\$0.00
10	Furnish and install new 8" ADS Sock drain Pipe	120	LF	\$25.00	\$3,000.00
11	Core Bore Existing Inlets and make pipe connections	12	EA	\$800.00	\$9,600.00
12	Install WaStop Valves	3	EA	\$800.00	\$2,400.00
Sub-Total Stormwater					\$82,212.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
C. MISCELLANEOUS					
1	Construction Stakeout	1	LS	\$1,000.00	\$1,000.00
2	As-Built Survey	1	LS	\$1,500.00	\$1,500.00
3	Testing	1	LS	\$750.00	\$750.00
4	Mobilization	1	LS	\$3,000.00	\$3,000.00
5	Project Signage	1	LS	\$1,500.00	\$1,500.00
Sub-Total Miscellaneous					\$7,750.00

HARBOR CONTRACTING LLC

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	\$200.00	\$32,000.00
2	Remove Existing Paver Driveway Aprons and replace with Existing Pavers	46	SY	\$75.00	\$3,450.00
3	Install Additional WaStop Valves	1	EA	\$1,000.00	\$1,000.00
4	Relocate and Replace Irrigation Heads	1	LS	\$1,500.00	\$1,500.00
<u>Sub-Total Alternate Items</u>					\$37,950.00

HARBOR CONTRACTING LLC**SUMMARY**

A.	<u>CLEARING AND EARTHWORK</u>	\$2,105.00
B.	<u>STORMWATER</u>	\$82,212.00
C.	<u>MISCELLANEOUS</u>	\$7,750.00
D.	<u>PAYMENT AND PERFORMANCE BOND</u>	\$2,400.00
	<u>TOTAL BID PROPOSAL</u>	\$94,467.00
E.	<u>TOTAL ALTERNATE ITEMS</u>	\$37,950.00
	<u>Total Calendar Days</u>	45 DAYS

**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 Harbor Contracting LLC. 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	\$ 125.00	0
2	Provide gravel filter bags at inlets	13	EA	\$ 85.00	\$ 1,105.00
3	Sod Miscellaneous Restoration	0	SY	\$ 20.00	0
4	Maintenance of Traffic	1	LS	\$ 1,000.00	\$ 1,000.00
5	Remove and Dispose of Trees	0	EA	\$ 2,000.00	0
6	Roadway cut and repair	0	SY	\$ 150.00	0
7	Mill and resurface roadway crossing	0	SY	\$ 175.00	0
<u>Sub-Total Clearing and Earthwork</u>				\$ 2,105.00	

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
B.	<u>STORMWATER</u>				
1	Furnish and Install new FDOT Type C Inlet	0	EA	\$ 3,000.00	0
2	Construct infiltration trench. Includes: installation labor only - No. 57 & No. 89 stone	756 500	SY	\$ 60.00	\$ 30,000.00
3	H.D. Infiltration Trench Materials - #57 Stone	250 457	CY	\$ 45.00	\$ 11,250.00
4	H.D. Infiltration Trench Materials - #89 Stone	70.15 107	CY	\$ 80.00	\$ 5,612.00
5	Mirafi Fabric (Materials only)	1,000 1,792	SY	\$ 1.35	\$ 1,350.00
6	True Grid or equivalent (Materials only)	256 300	SY	\$ 35.00	\$ 10,500.00
7	Furnish and Install Salt Tolerant Sod	581 500	SY	\$ 11.00	\$ 5,500.00
8	Furnish and Install No. 89 Stone	75	SY	\$ 40.00	\$ 3,000.00
9	Furnish and Install C-900 12" Pipe	0	LF	\$ 55.00	0
10	Furnish and install new 8" ADS Sock drain Pipe	120	LF	\$ 25.00	\$ 3,000.00
11	Core Bore Existing Inlets and make pipe connections	12	EA	\$ 800.00	\$ 9,600.00

12	Install WaStop Valves	<u>3</u>	EA	<u>\$ 800.00</u>	<u>\$ 2,400.00</u>
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Sub-Total Stormwater \$ 82,212.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
C. MISCELLANEOUS					
1	Construction Stakeout	<u>1</u>	LS	<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>
2	As-Built Survey	<u>1</u>	LS	<u>\$ 1,500.00</u>	<u>\$ 1,500.00</u>
3	Testing	<u>1</u>	LS	<u>\$ 750.00</u>	<u>\$ 750.00</u>
4	Mobilization	<u>1</u>	LS	<u>\$ 3,000.00</u>	<u>\$ 3,000.00</u>
5	Project Signage	<u>1</u>	LS	<u>\$ 1,500.00</u>	<u>\$ 1,500.00</u>
<u>Sub-Total Miscellaneous</u>				<u>\$ 7,750.00</u>	

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
D. ALTERNATE ITEMS					
1	Remove and replace Existing Driveway Aprons with Pervious Concrete as shown on plans	<u>160</u>	SY	<u>\$ 200.00</u>	<u>\$ 32,000.00</u>
2	Remove Existing Paver Driveway Aprons and replace with Existing Pavers	<u>46</u>	SY	<u>\$ 75.00</u>	<u>\$ 3,450.00</u>
3	Install Additional WaStop Valves	<u>1</u>	EA	<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>
4	Relocate and Replace Irrigation Heads	<u>1</u>	LS	<u>\$ 1,500.00</u>	<u>\$ 1,500.00</u>
<u>Sub-Total Alternate Items</u>				<u>\$ 37,950.00</u>	

SUMMARY

A. CLEARING AND EARTHWORK	<u>\$ 2,105.00</u>
B. STORMWATER	<u>\$ 82,212.00</u>
C. MISCELLANEOUS	<u>\$ 7,750.00</u>
D. PAYMENT AND PERFORMANCE BOND	<u>\$ 2,400.00</u>
<u>TOTAL BID PROPOSAL (A-D)</u>	<u>\$94,467.00</u>
E. ALTERNATE ITEMS	<u>\$ 37,950.00</u>

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 - B8.

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

45

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. 1 Dated 05/05/21
No. _____ Dated _____

Name (Type) Anthony Cerullo

Proposal Provided By: Harbor Contracting LLC Anthony Cerullo, Managing member
Name, Title

175 Irwin St W, Safety Harbor, FL 34695
Address (Type) City, State, Zip Code

Email Address: harborcontracting18@gmail.com

CORPORATE SEAL (If a Corporation)

(A) 05/10/21
Signature Date

Phone Contact: 813-712-0579

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Harbor Contracting, LLC. (Here insert full name and address or legal title of Contractor)

175 Irwin St. W. Safety Harbor, FL 34695
as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)
FCCI Insurance Company

6300 University Parkway Sarasota, FL 34240-8424

a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto
Town of Redington Beach

105 164th Avenue Redington Beach, FL 33708
as Obligee, hereinafter called the Obligee, in the sum of -----
Five Percent of Amount Bid
Dollars (\$ -- 5% --)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for
(Here insert full name, address and description of project)
W220 Boca Ciega Bay Stormwater Quality Improvement Project

Installation of drainage system using #89 rock and True grid system. - 16303 Redington Drive; Redington Beach, FL 33708

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of May, 2021


(Witness)

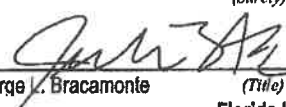

Jessie Sloan (Witness)

Harbor Contracting, LLC.
(Principal) (Seal)

Anthony Cerullo, President (Title)

FCCI Insurance Company

(Surety)


Jorge L. Bracamonte (Title) Attorney-in-Fact &
Florida Licensed Resident Agent



Inquiries: (321) 800-6594



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jorge L Bracamonte

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 10th day of May, 2021



Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Rebecca Ling

From: Tampa Contracting Services, Inc. <tampacontracting@gmail.com>
Sent: Tuesday, May 11, 2021 2:15 PM
To: Sarah Propst
Cc: Dan Harte (TCS)
Subject: Boca Ciega Water Quality Improvement Project - Statement of No Bid

Good afternoon Sarah,

Please accept this email as a statement of no bid from Tampa Contracting Services, Inc. for the Boca Ciega Water Quality Improvement Project. We were not able to bid this job due to a combination of the amount of work on our schedule and the distance of the job location.

Thank you,

Andria Cable
Office Manager

--

Tampa Contracting Services, Inc.
11010 US Hwy 41 North
Palmetto, Florida 34221
Ph: 941-721-7711
Ext. 101 - Dan Harte
Ext. 102 - Savannah Tiller
Ext. 103 - Andria Cable
Ext. 104 - Mark Levy

Rebecca Ling

From: Dennis Holt <dennish@woodruffandsons.com>
Sent: Tuesday, April 20, 2021 6:55 AM
To: Lynn Burnett; Sarah Propst
Cc: Don Woodruff
Subject: RE: 4-19-21 Town of Redington Beach W220 Boca Ciega Bay Stormwater Quality Improvement Project

Thanks for the heads up Sarah, but we have enough to do for work that is closer to home for now.

Dennis Holt

Woodruff & Sons, Inc.

P.O. Box 10127
Bradenton, FL 34282-0127
(941) 756-1871 fax (941) 755-1379
dennish@woodruffandsons.com

From: Lynn Burnett <lynn@ltaengineers.com>
Sent: Monday, April 19, 2021 3:59 PM
To: Sarah Propst <Sarah@ltaengineers.com>
Subject: 4-19-21 Town of Redington Beach W220 Boca Ciega Bay Stormwater Quality Improvement Project

Good afternoon,

This e-mail is to notify you that the Town of Redington Beach has uploaded to DemandStar a stormwater project that you may be interested in bidding on. The project is W220 Boca Ciega Bay Stormwater Quality Improvement Project and the documents can be found at: <https://www.demandstar.com/app/buyers/bids/385798/details>.

V/R,
Sarah Propst on behalf of

Lynn Burnett, P.E., CFM
Principal



P.O. Box 789 |Cortez, FL 34215
Office: 941-756-9100
Cell: 941-526-3375

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

THE TOWN OF REDINGTON BEACH (AS OWNER)

and

HARBOR CONTRACTING, LLC (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 Harbor Contracting, LLC, incorporated in the State of Florida 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
-----------------	-----------------------------

Work shall be substantially complete by July 31st, 2021 with all punch list items and final application for payment submitted prior to August 1st, 2021 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 **Ninety-Four Thousand, Four Hundred and Sixty-Seven Dollars and Zero Cents (\$94,467.00)**, 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: Town of Redington Beach
David Will, Mayor
105 164th Avenue
Redington Beach, FL 33708
Email: Mayor@TownofRedingtonBeach.com

To the Contractor: Harbor Contracting, LLC
Anthony Cerullo
175 Irwin Street W
Safety Harbor, FL 34695
Email: HarborContracting18@gmail.com

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

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

Exhibit A—Drawings

Exhibit B—Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

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

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

Name of Contractor

By: _____

Printed Name: _____

Title: _____

TOWN OF REDINGTON BEACH

By: _____

Printed Name: _____

Title: _____

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Interfacing.

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

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

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

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

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

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

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

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

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

CC. Job Requirements.

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

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

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

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

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

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

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

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

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

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

ARTICLE III COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V CHANGES IN WORK

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

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

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

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

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

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

5.6 Change Orders; Adjustments to Contract Sum.

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

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

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

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

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

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

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

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

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

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

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

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

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

7.3 Other Project Site Information. 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 Florida, 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.

BOCA CIEGA BAY STORM QUALITY IMPROVEMENT P FOR THE TOWN OF REDINGTON

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

PROJECT # 450.01.01.20



Prepared for:

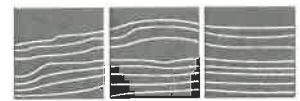
Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708
Phone: (727) 391-3875
Fax: (727) 397-6911

DECEMBER 2020



48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA

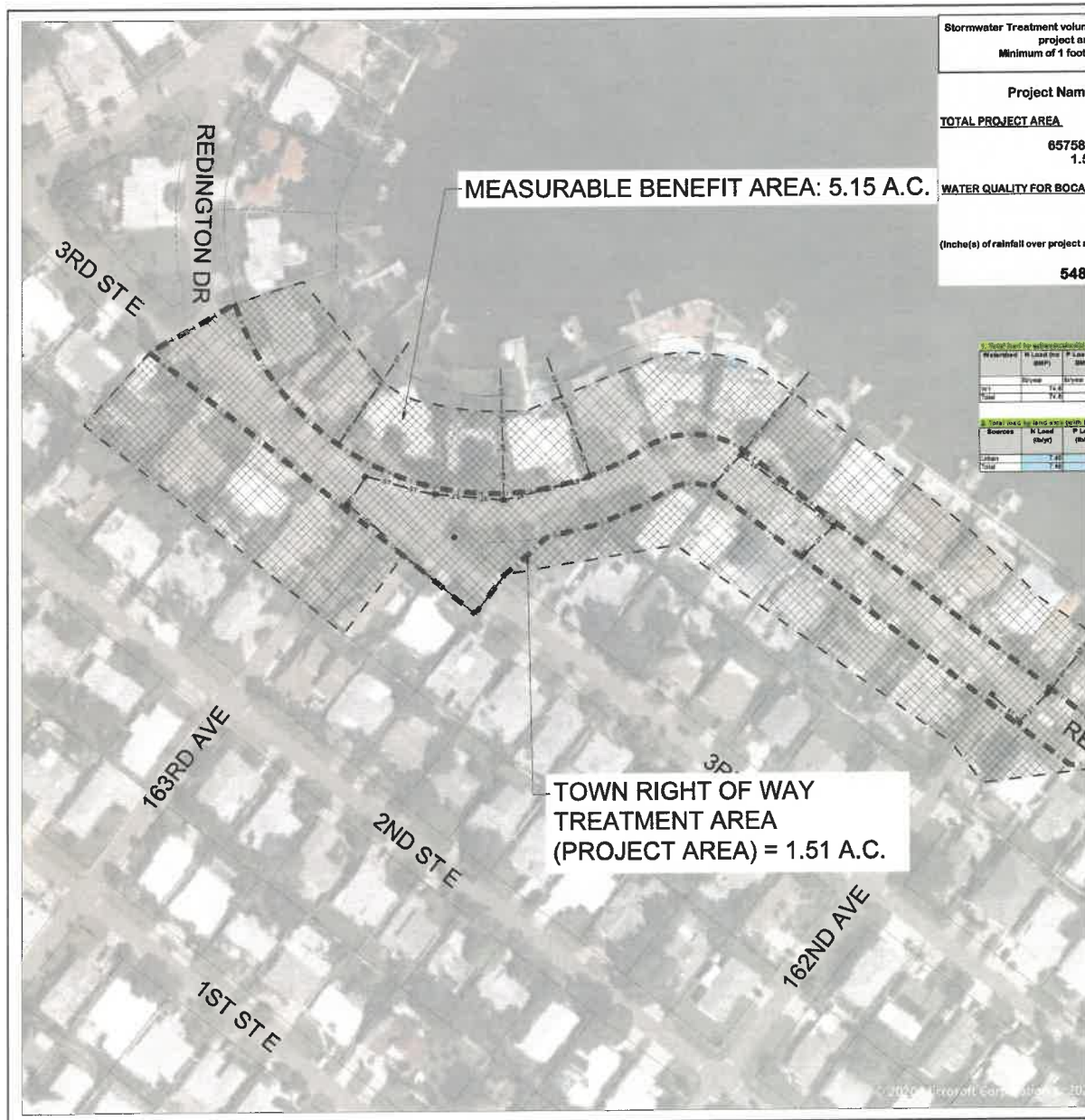
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MIN. OF 2 DAYS AND MAX. OF 5 DAYS
NOTICE BEFORE YOU EXCAVATE.

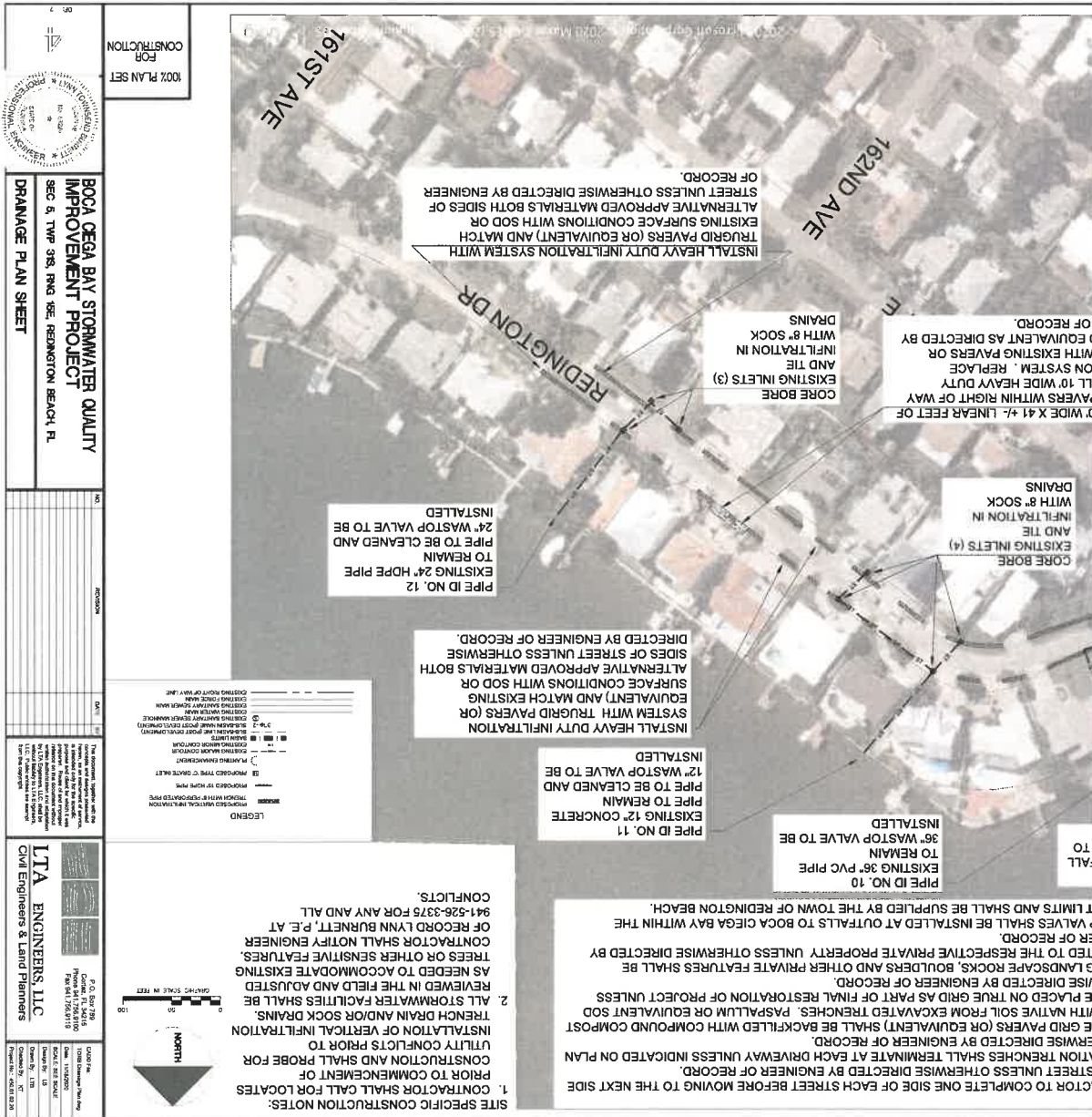


LTA ENGINEERS, LLC
Civil Engineers & Land Planners

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





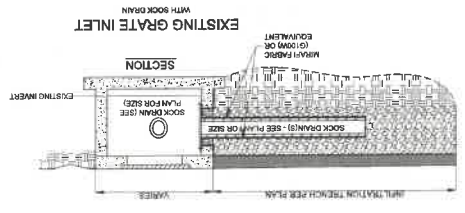
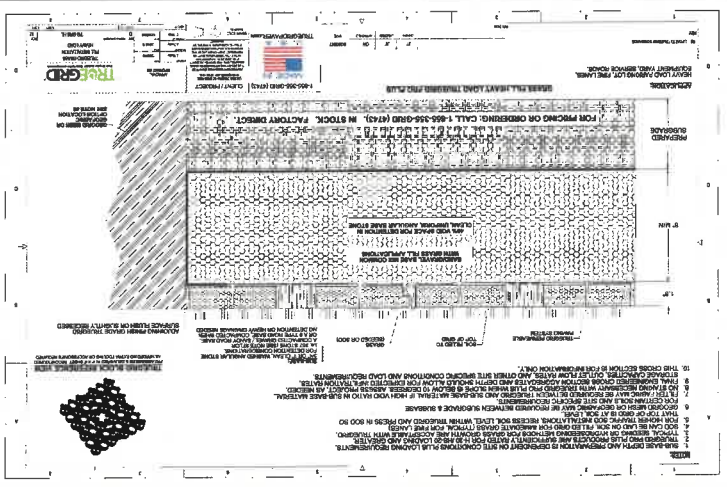


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DIRECTED BY C.O.A.

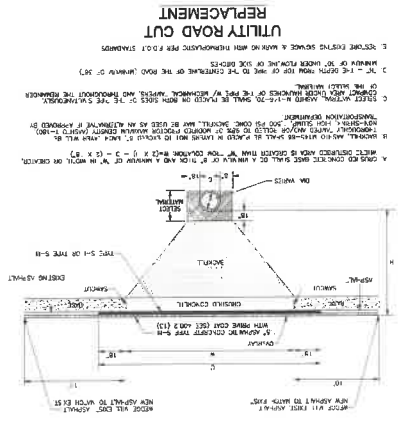
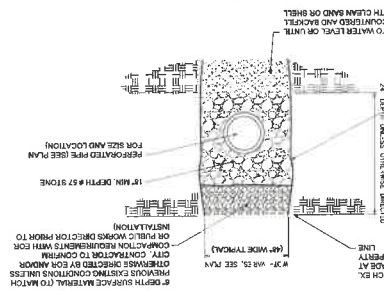
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AND DIRECTED BY C.O.A.

C (2 of 2)

DATE: 07/15/2015
BY: J. L. LITTELL
PROJECT: BOCA CEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT
SHEET: 232



VERTICAL INFILTRATION TRENCH WITH PIPE AND ALTERNATIVE SURFACE MATERIALS



100% PLAN SET FOR CONSTRUCTION

BOCA CEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT
SEC 5, TWP 38S, RANG 15E, PENNINGTON BEACH, FL

DRAINAGE AND SITE DETAILS

DATE: 07/15/2015

BY: J. L. LITTELL

PROJECT: BOCA CEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT

SHEET: 232

SCALE: 1" = 12"

CONTRACT NO. 15-0000000000

CONTRACTOR: LITTELL ENGINEERS & LAND PLANNERS, LLC

CLIENT: BOCA CEGA BAY

LOCATION: SEC 5, TWP 38S, RANG 15E, PENNINGTON BEACH, FL

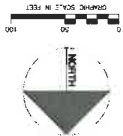
DESIGNER: J. L. LITTELL

CHECKED BY: J. L. LITTELL

DATE: 07/15/2015



- LEGEND
- 6" W/ FENCE
 - OUTFALL INLET PROTECTION
 - VERTICAL MEASUREMENT TRENCH
 - PROPOSED EROSION PRE.
 - PROPOSED EROSION PRE.
 - PLANTING DISBURSEMENT



100% PLAN SET
FOR
CONSTRUCTION

STATE OF FLORIDA
DIVISION OF CONSTRUCTION
ENGINEERING
PROFESSIONAL
ENGINEER
No. 12345
J. J. JONES
JULY 1, 2010

BOCA DEGA BAY STORMWATER QUALITY
IMPROVEMENT PROJECT
SEC. 6, TWP. 38S, RANG. 18E, HENNINGTON BEACH, FL
BEST MANAGEMENT PRACTICES PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
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7		
8		
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DATE: 07/15/2010
PROJECT: BOCA DEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT
SECTION: SEC. 6, TWP. 38S, RANG. 18E, HENNINGTON BEACH, FL
DRAWN BY: J. J. JONES
CHECKED BY: J. J. JONES
APPROVED BY: J. J. JONES
SCALE: AS SHOWN
SHEET NO.: 1 OF 1

LTA ENGINEERS, LLC
Civil Engineers & Land Planners

1710 S. BAY BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 954.576.1111
WWW.LTAENGINEERS.COM

CADD FILE
1710S Bay Blvd
Project: Boca DeGa Bay
Scale: 1" = 100'
Sheet: 1710S Bay Blvd
Drawn By: J. J. JONES
Checked By: J. J. JONES
Approved By: J. J. JONES
Date: 07/15/2010

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY J. J. JONES, P.E. ON 07/15/2010. I HAVE A SEAL NUMBER 12345. THE DOCUMENT HAS NOT COMPLETED SIGNED AND SEALED AND THE SEAL NUMBER HAS NOT COMPLETED SIGNED AND SEALED AND THE SEAL NUMBER HAS NOT COMPLETED SIGNED AND SEALED.

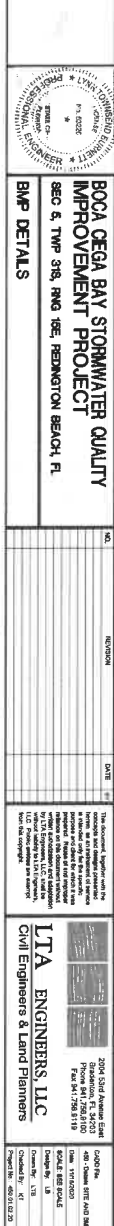
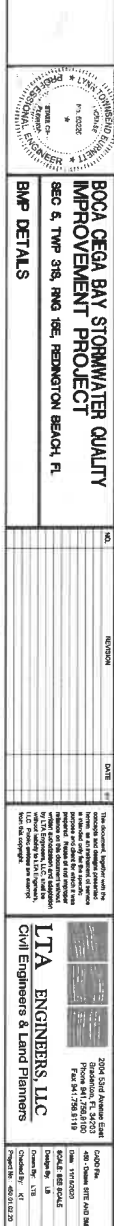
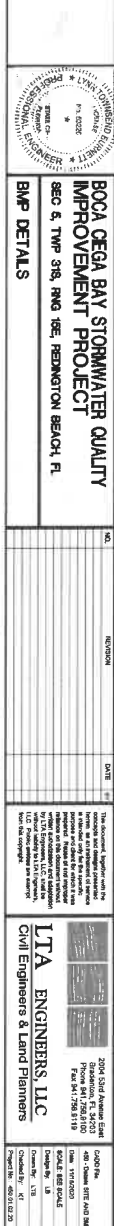
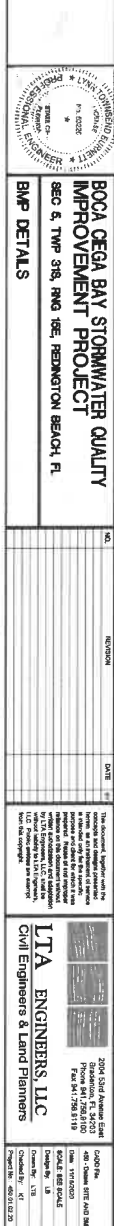
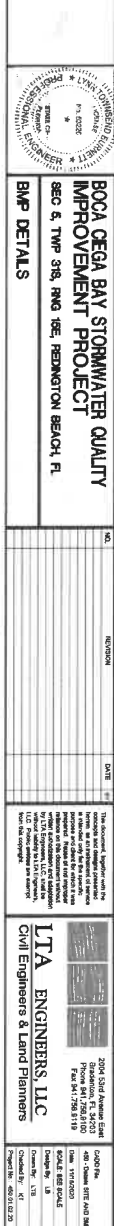
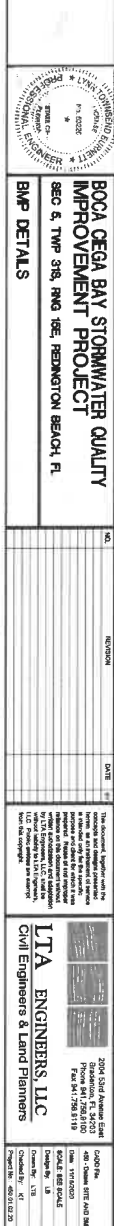
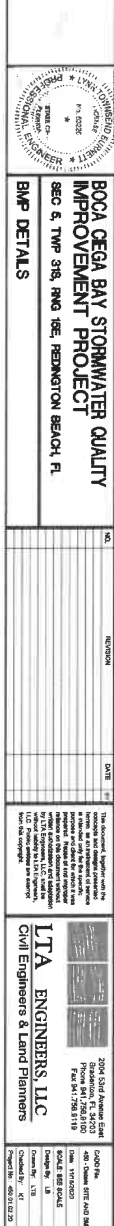
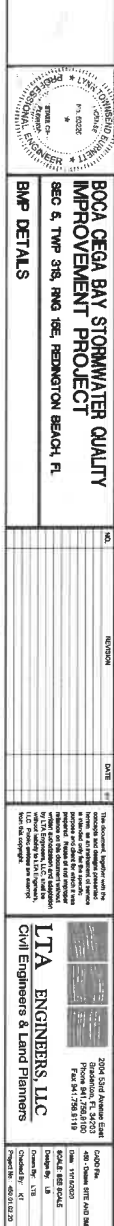
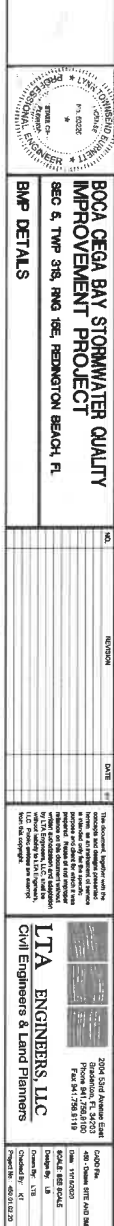
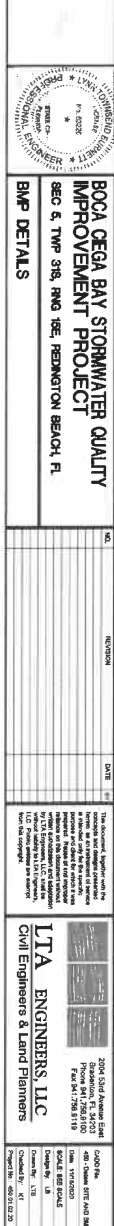
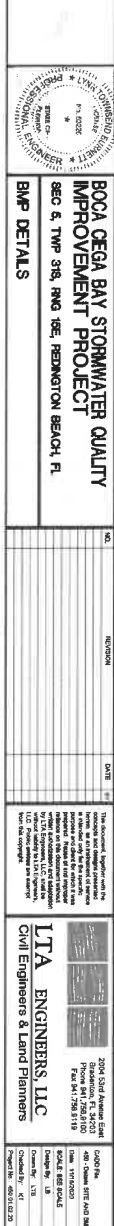
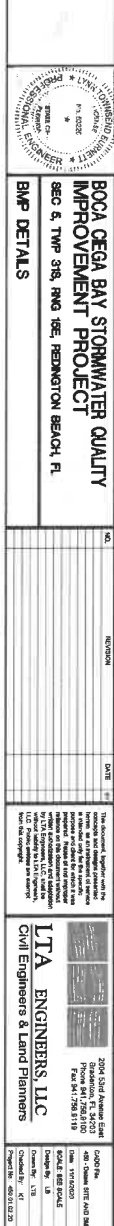
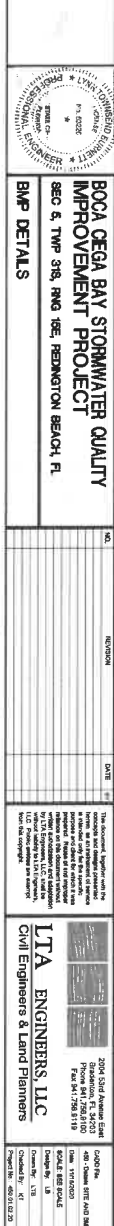
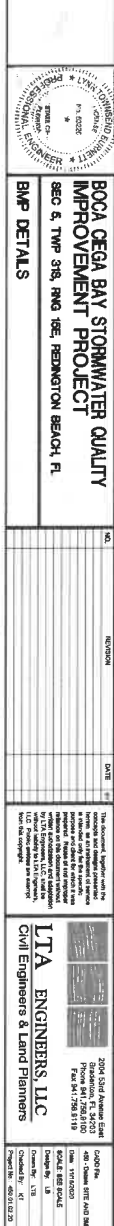
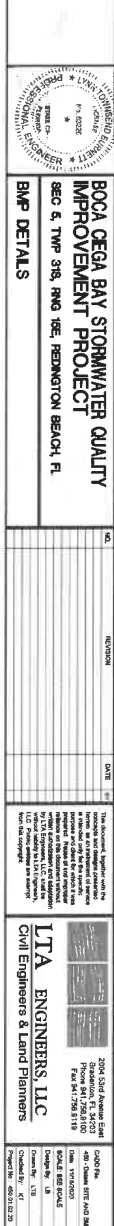
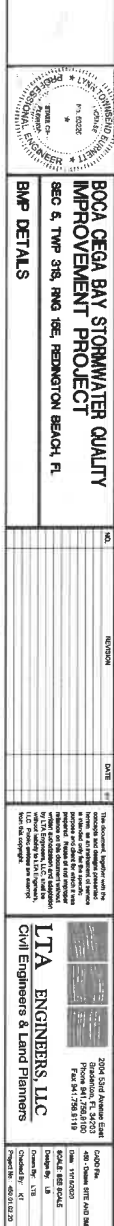
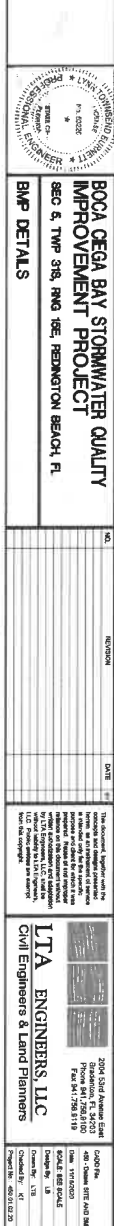
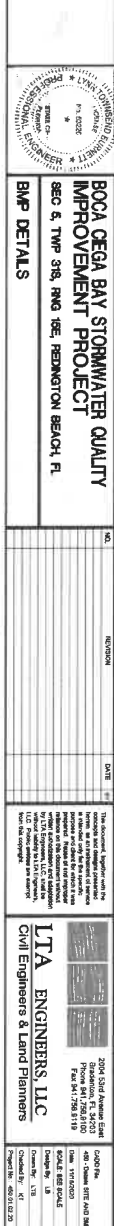
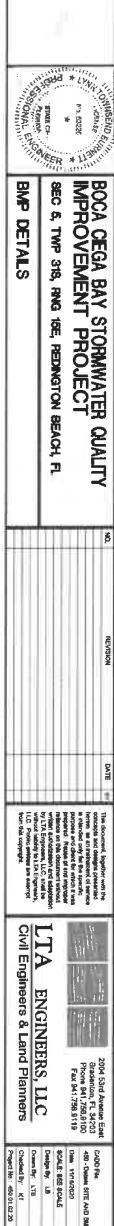
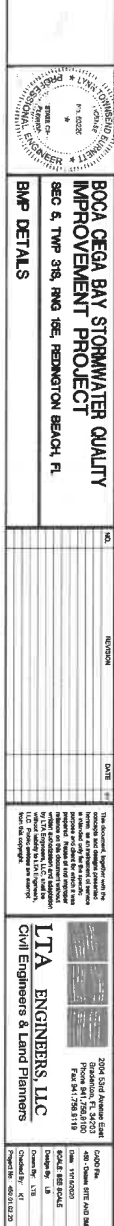
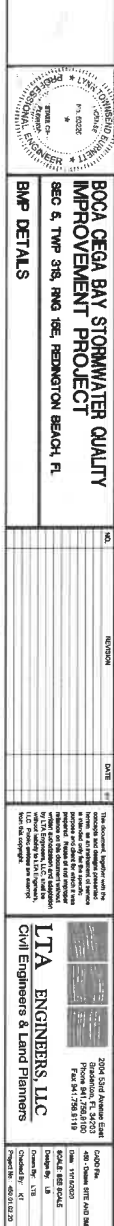
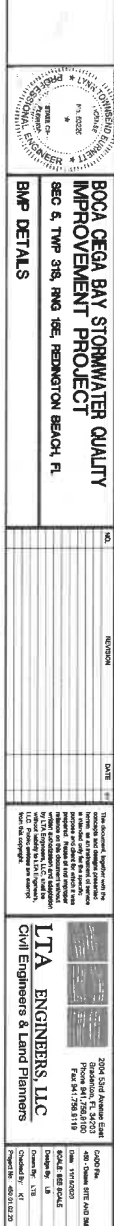
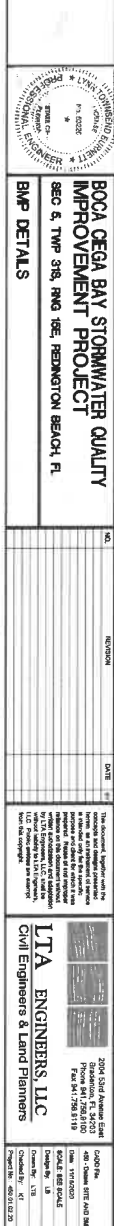
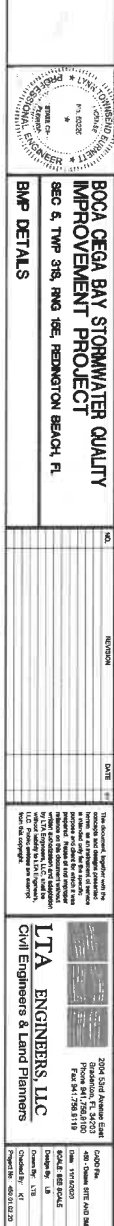
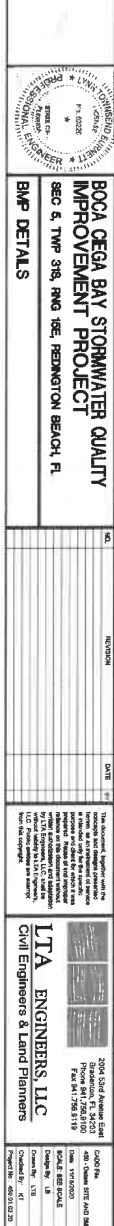
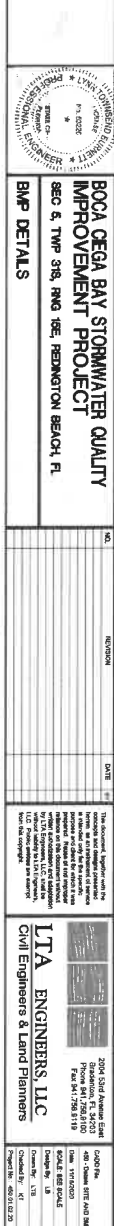
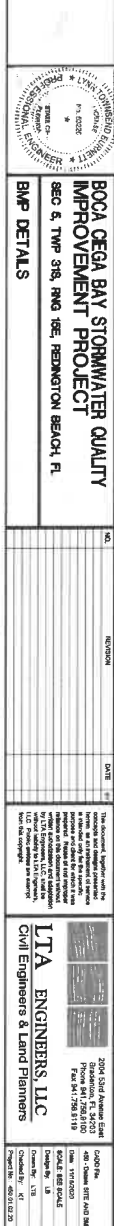
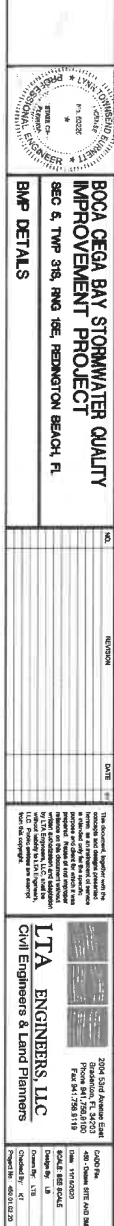
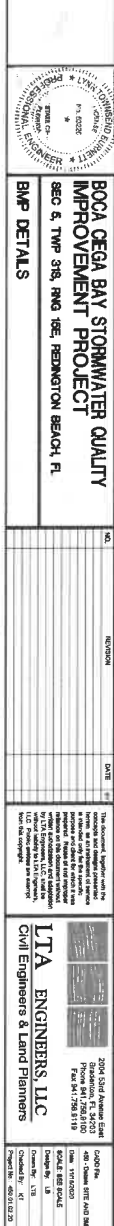
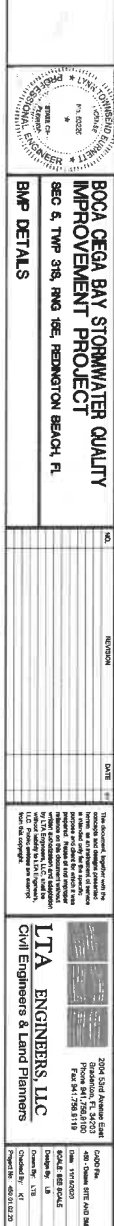
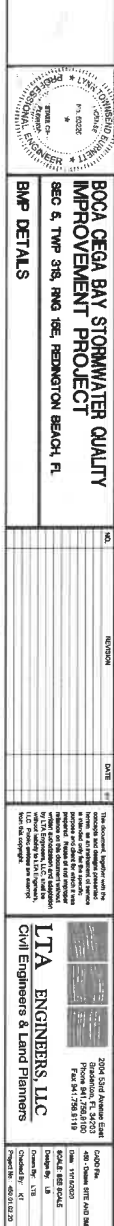
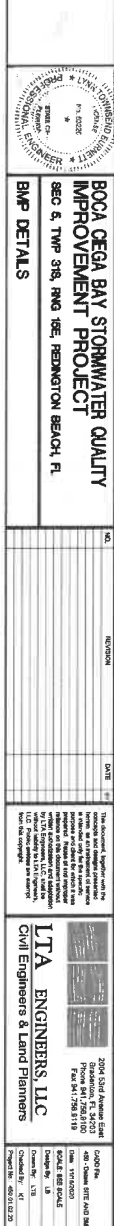
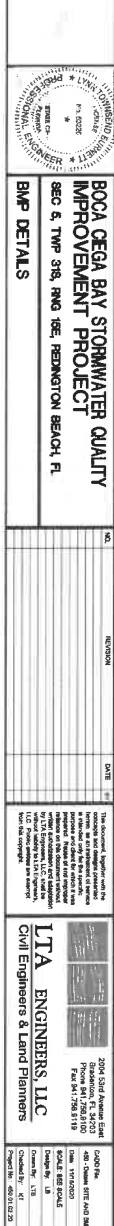
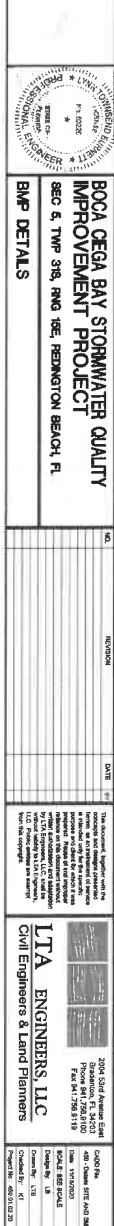
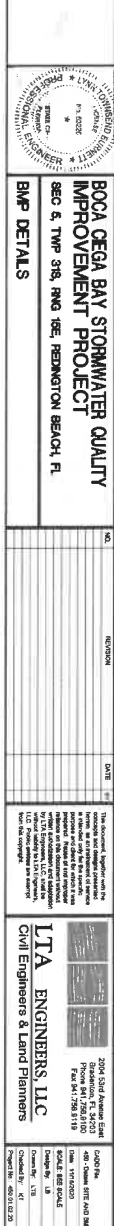
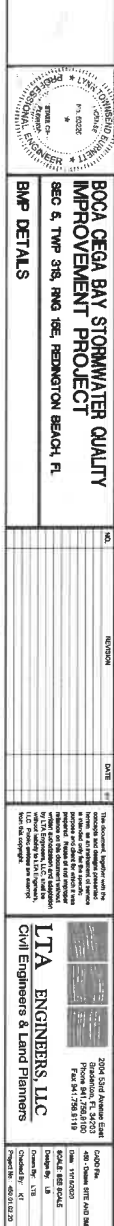
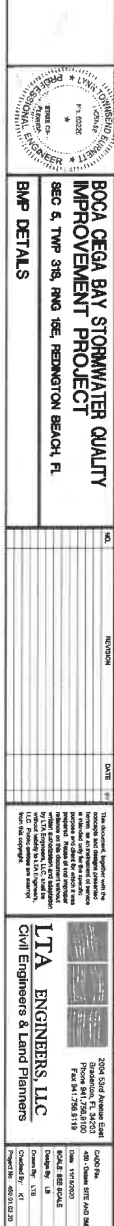
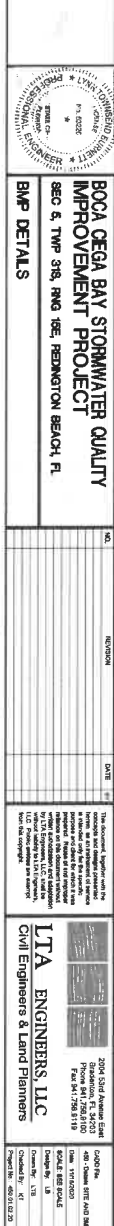
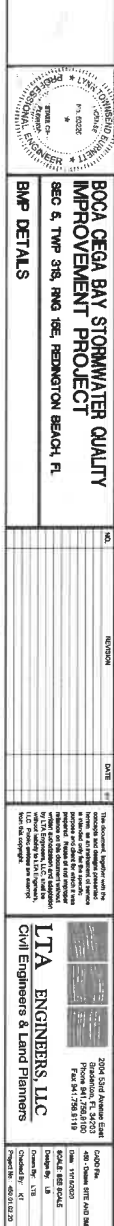
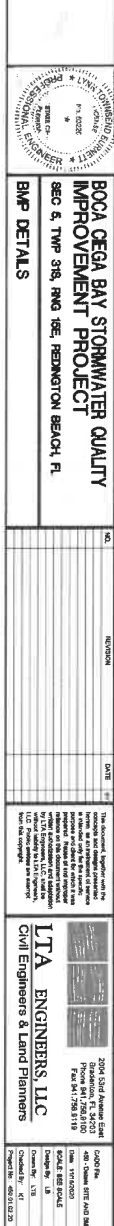
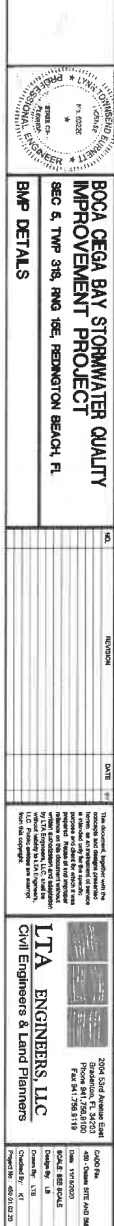
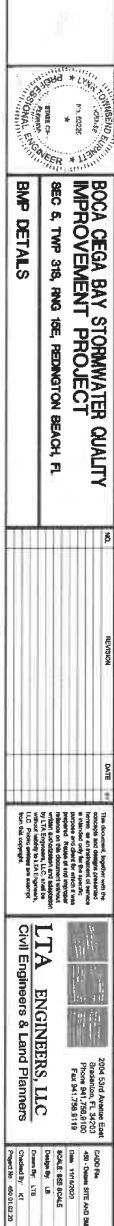
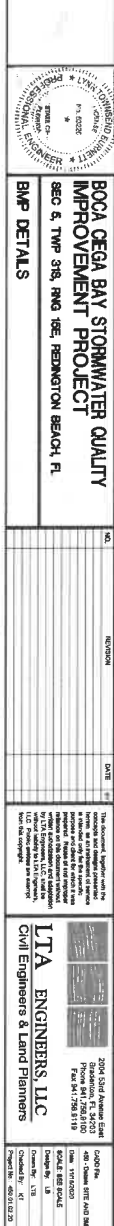
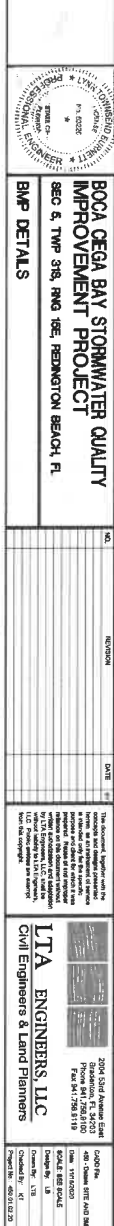
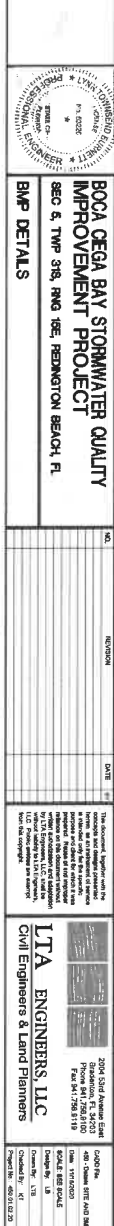
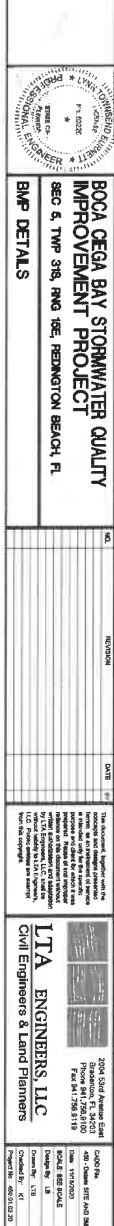
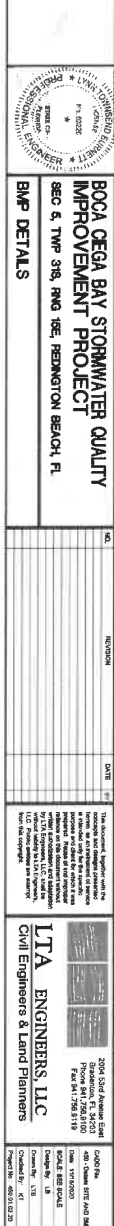
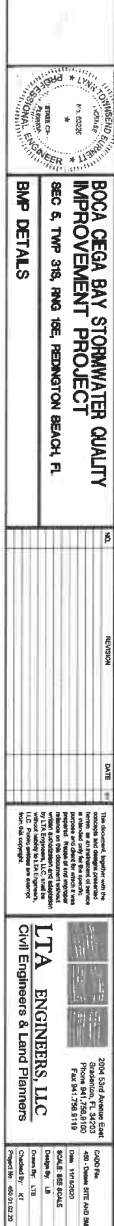
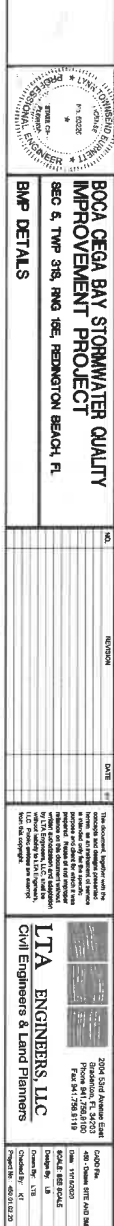
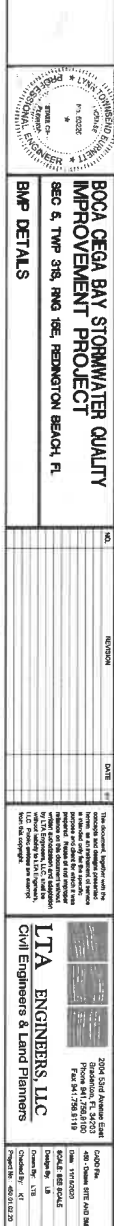
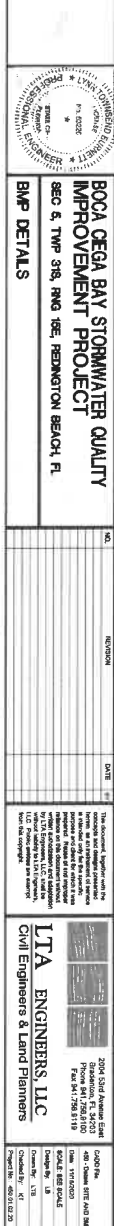
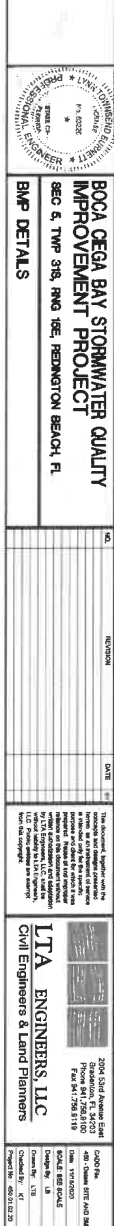
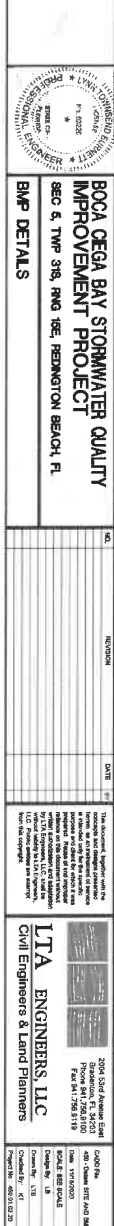
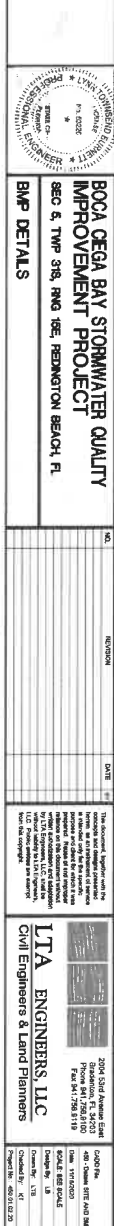
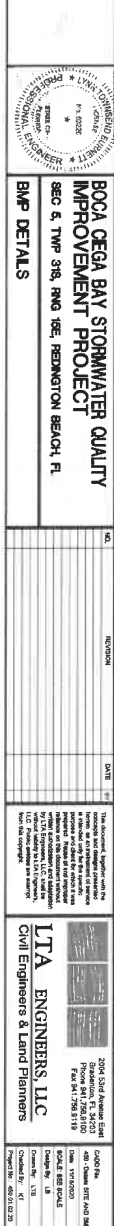
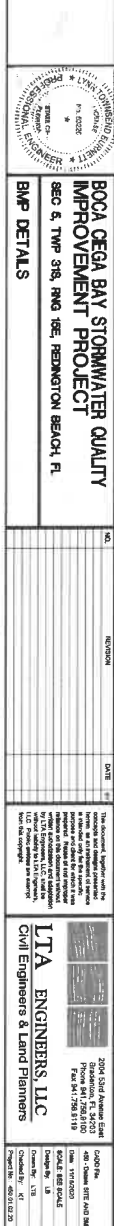
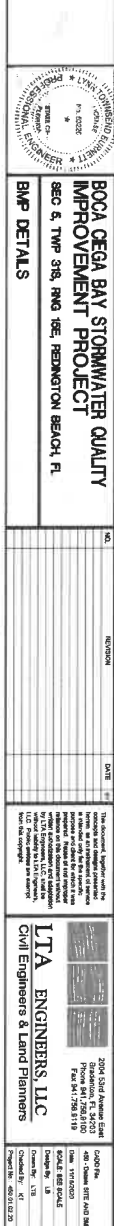
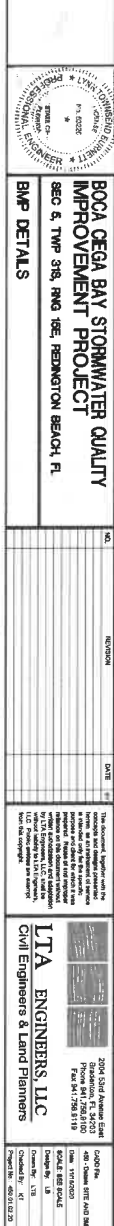
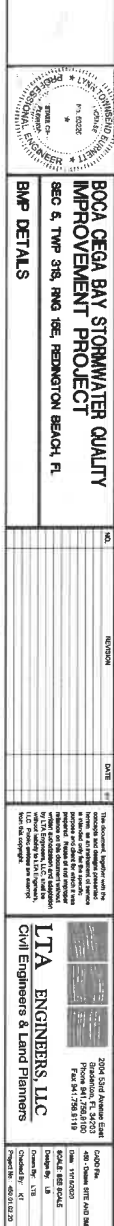
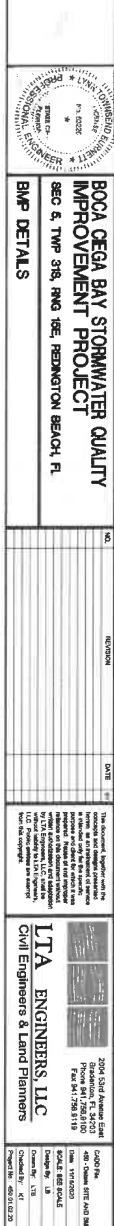
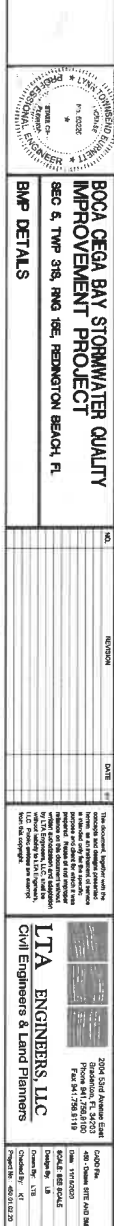
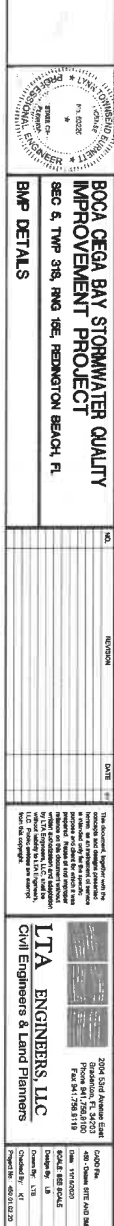
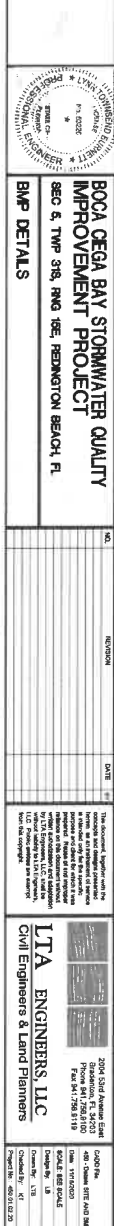
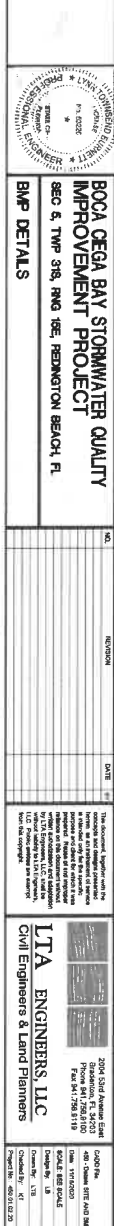
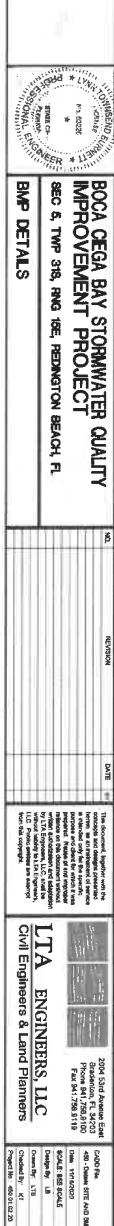
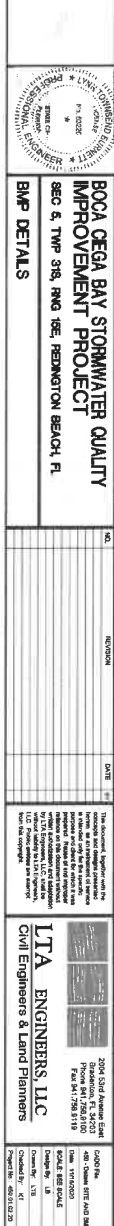
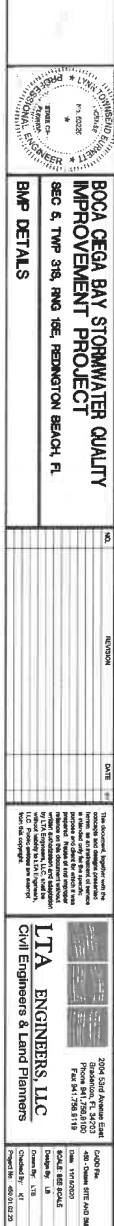
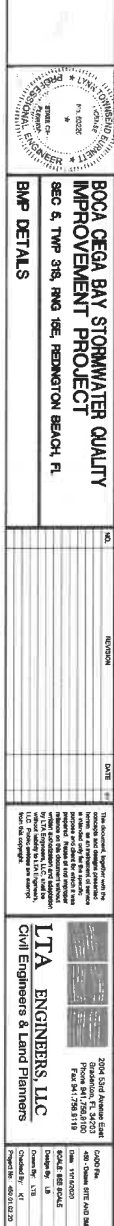
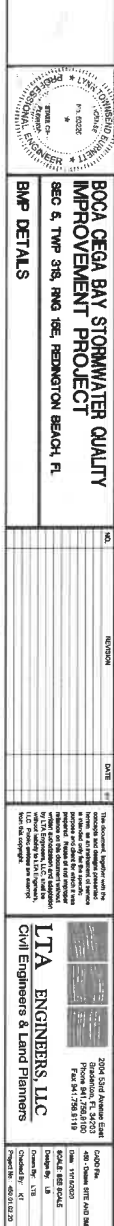
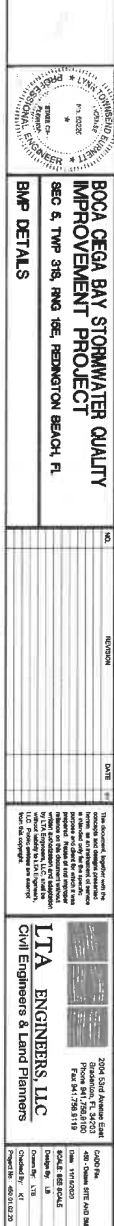
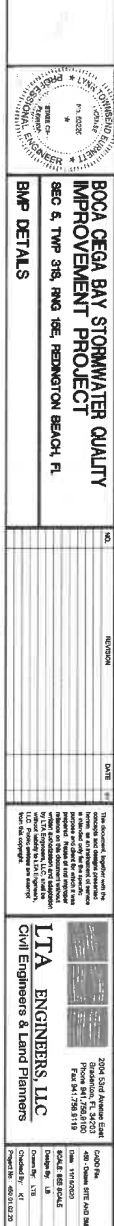
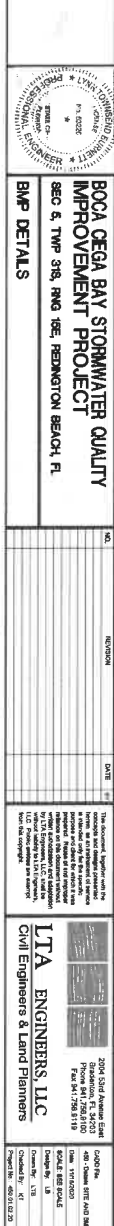
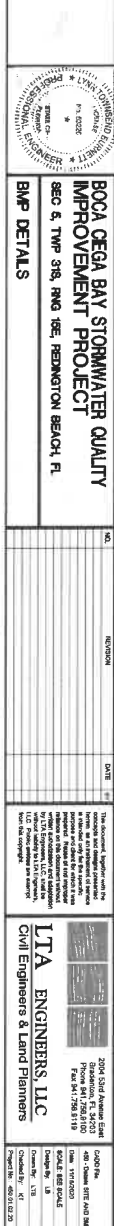
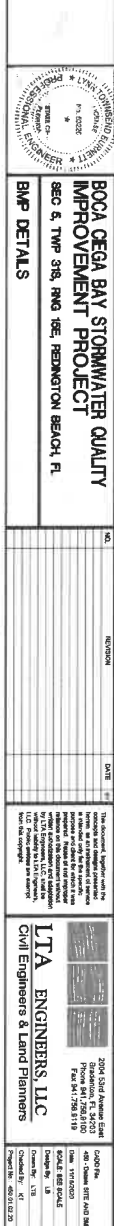
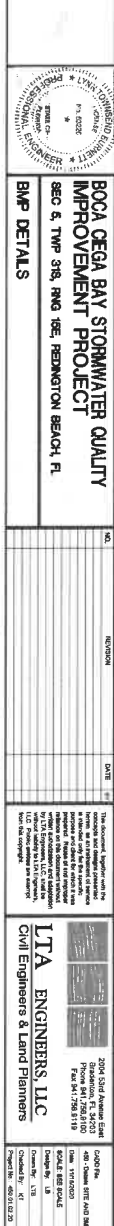
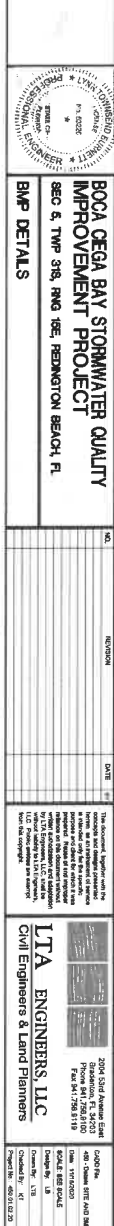
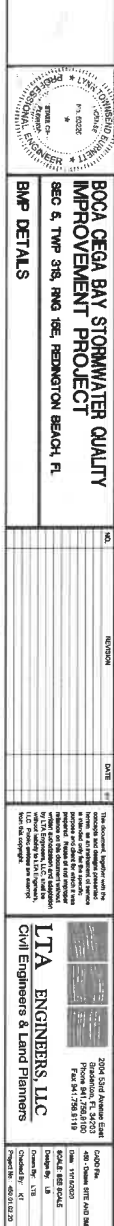
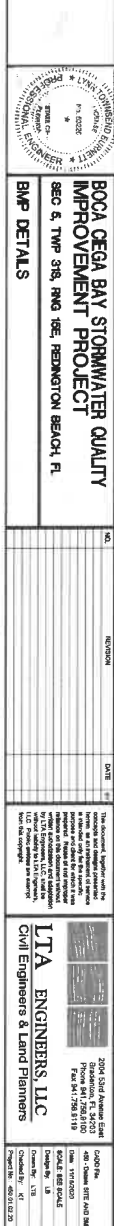
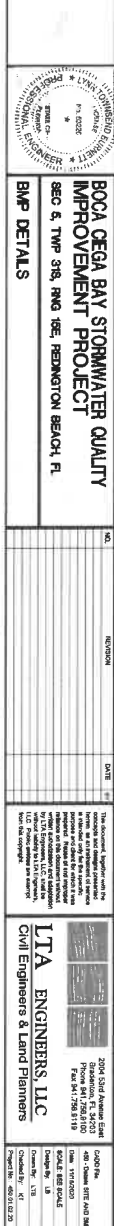
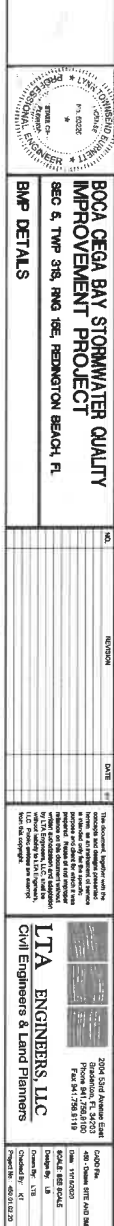
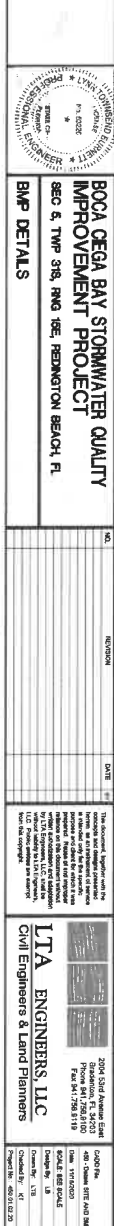
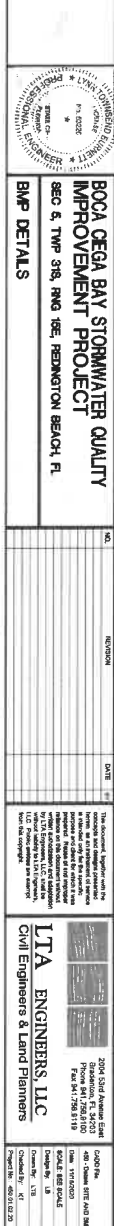
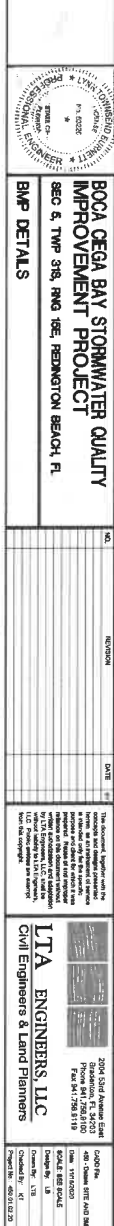
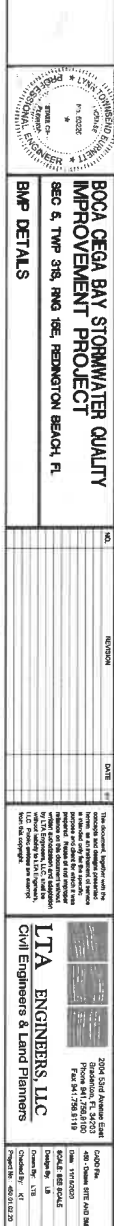
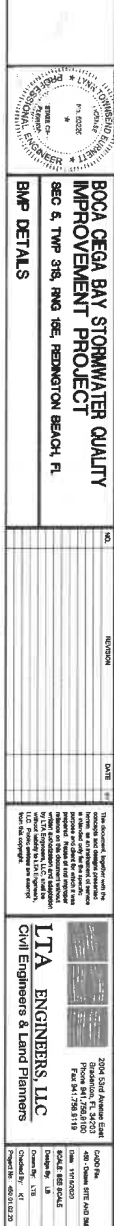
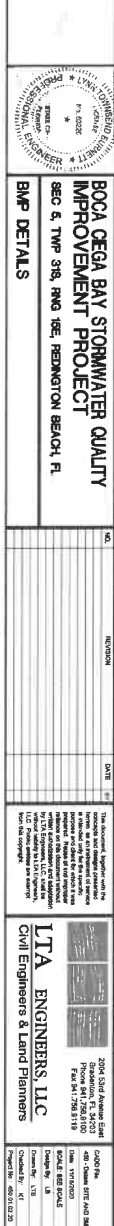
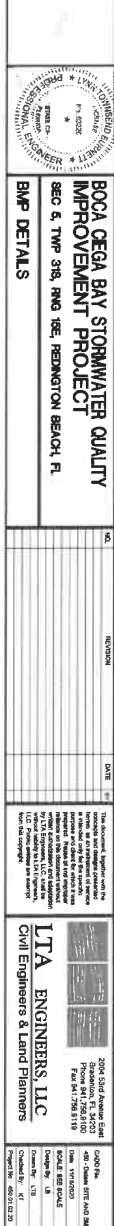
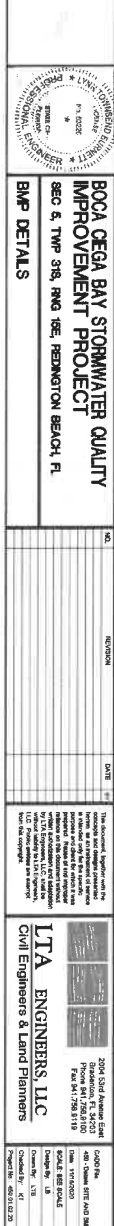
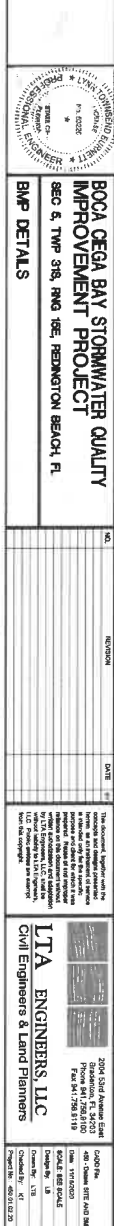
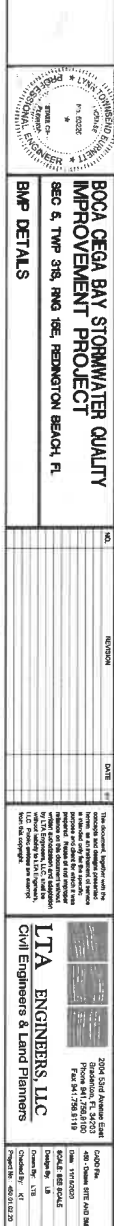
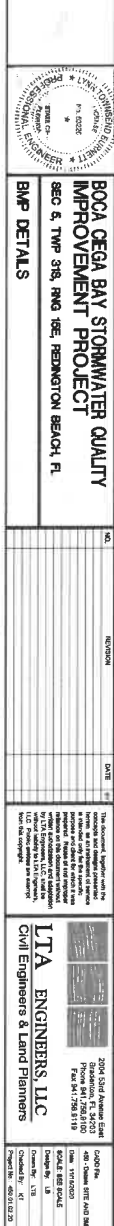
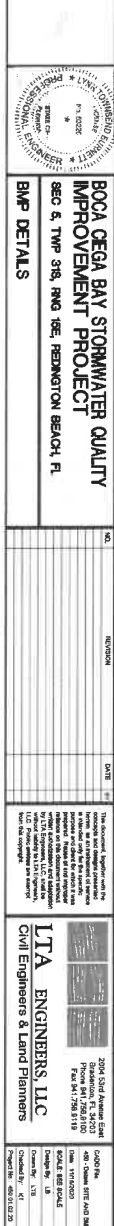
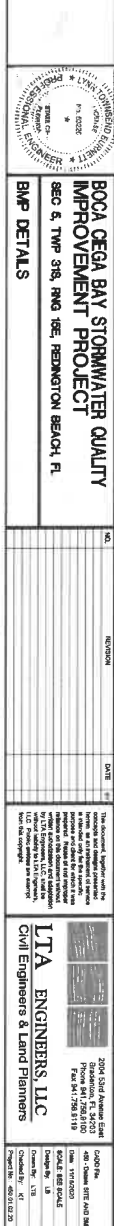
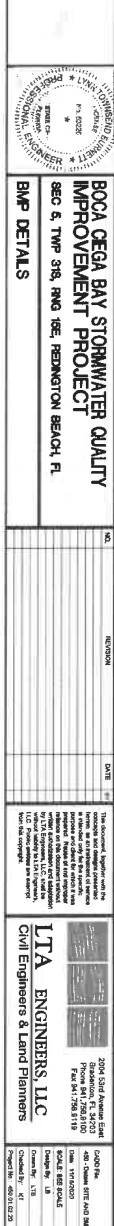
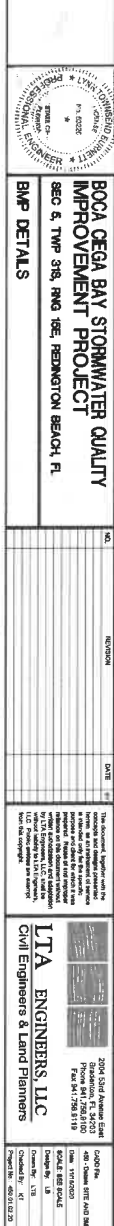
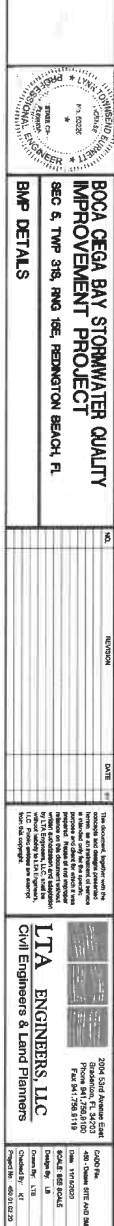
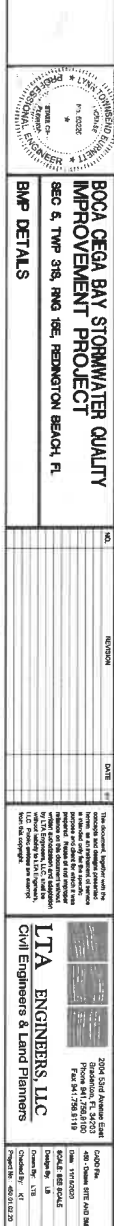
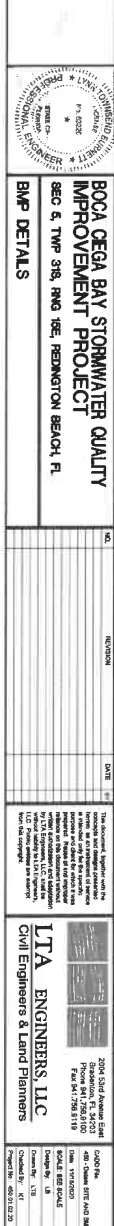
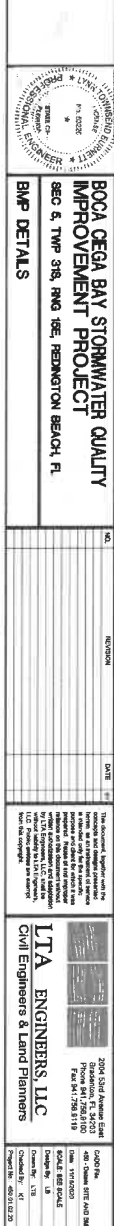
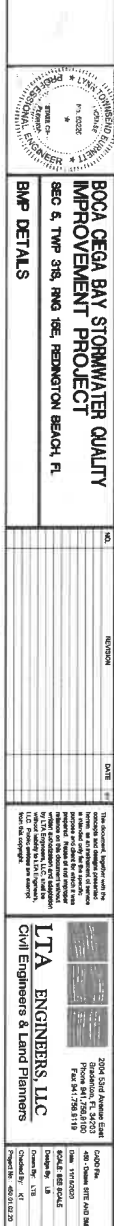
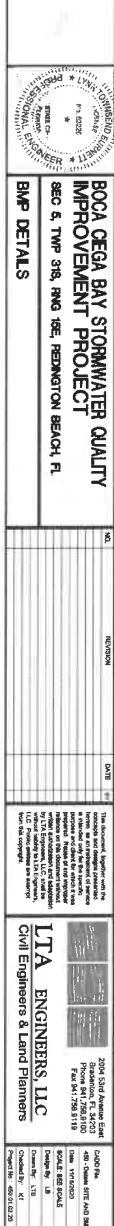
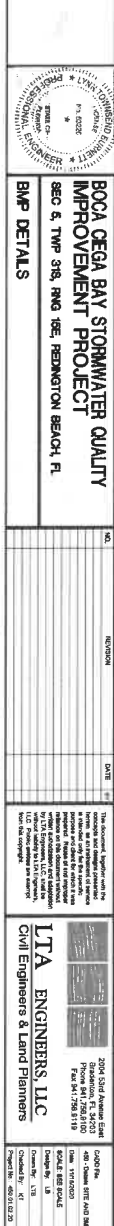
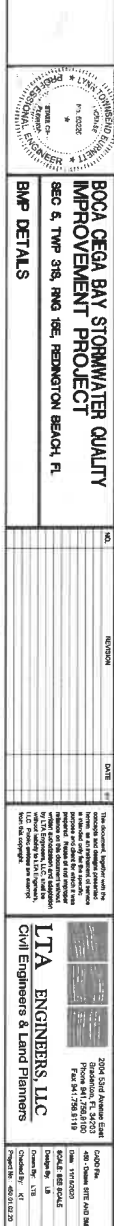
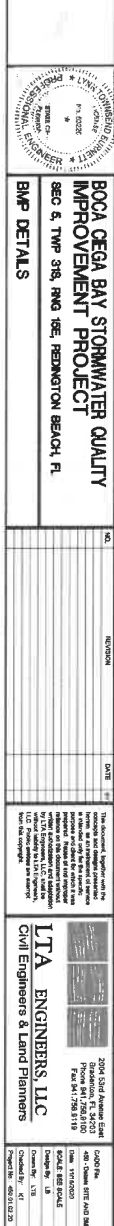
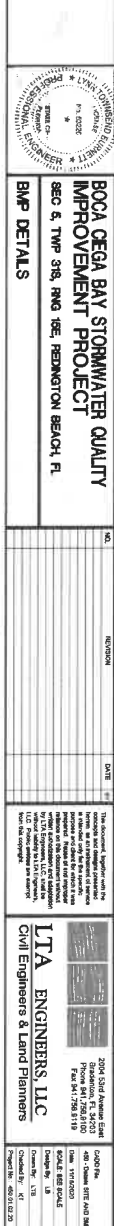
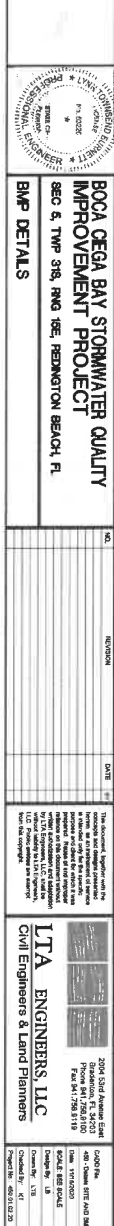
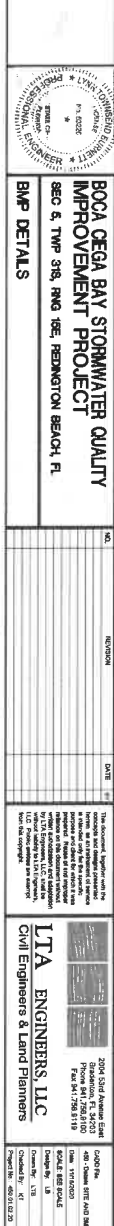
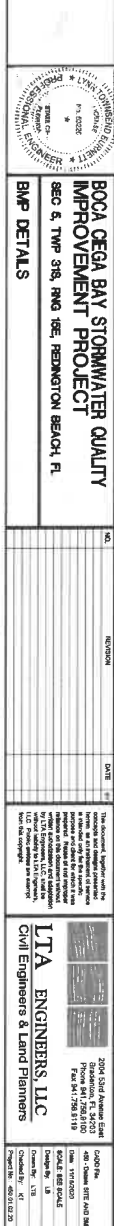
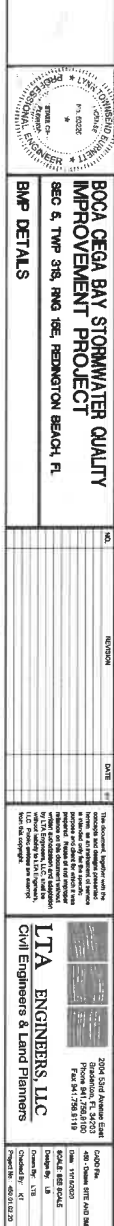
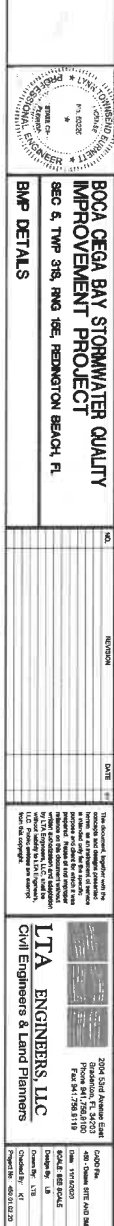
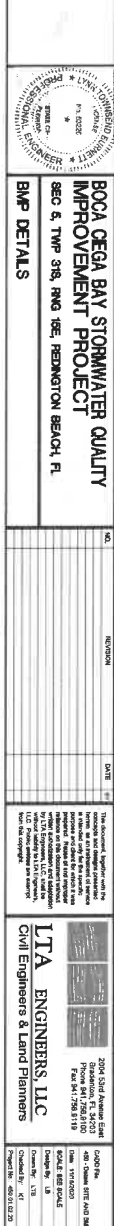
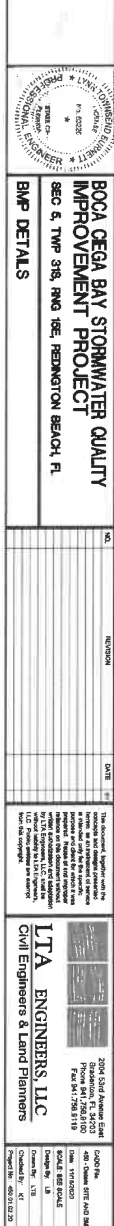
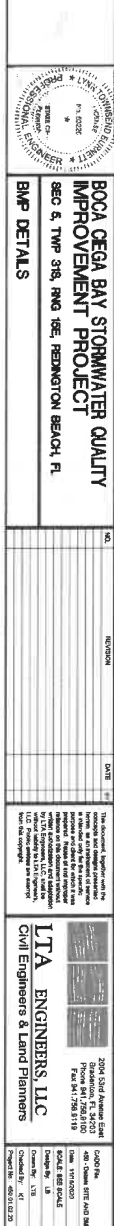
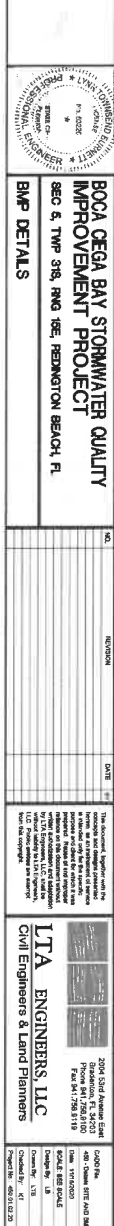
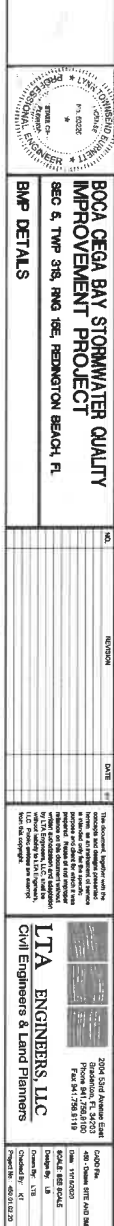
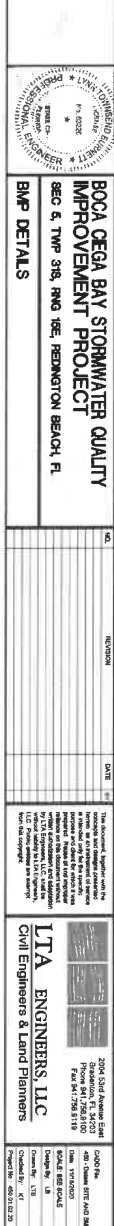
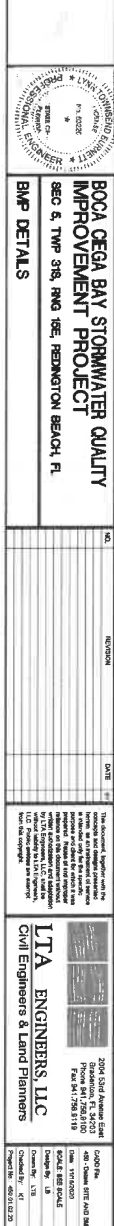
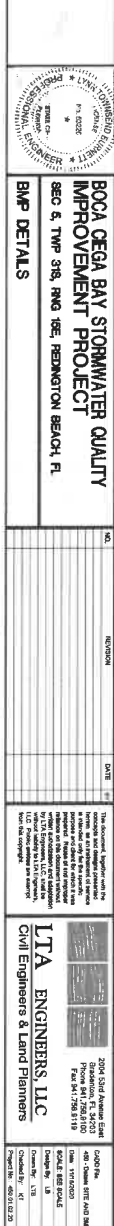
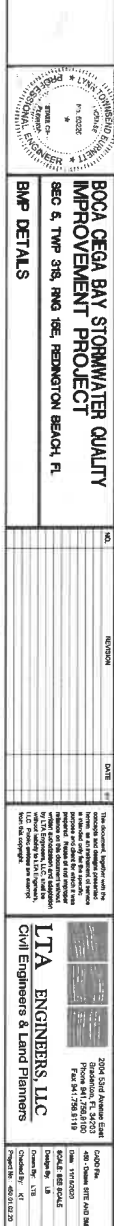
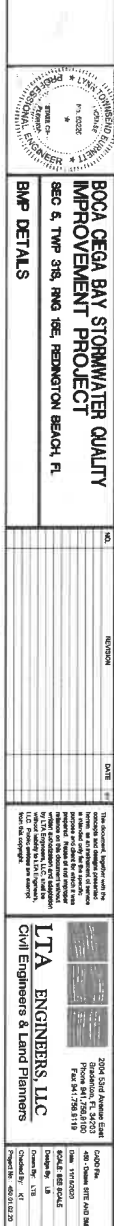
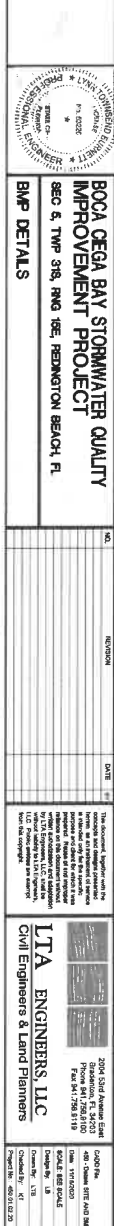
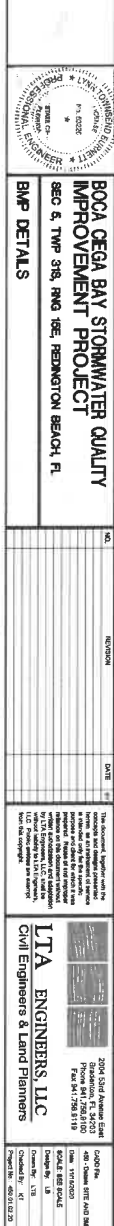
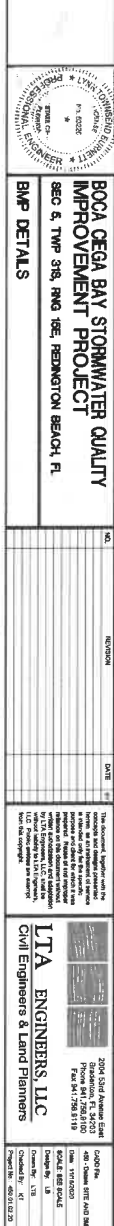
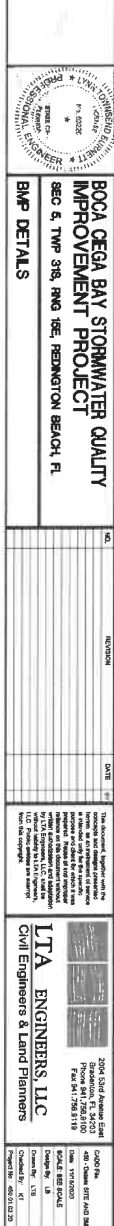
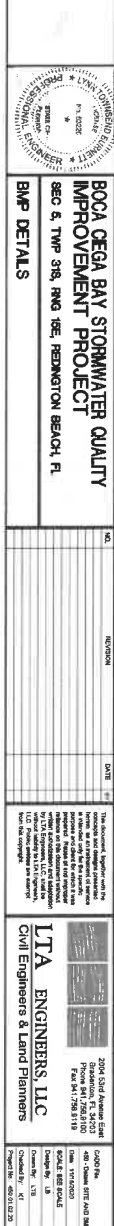
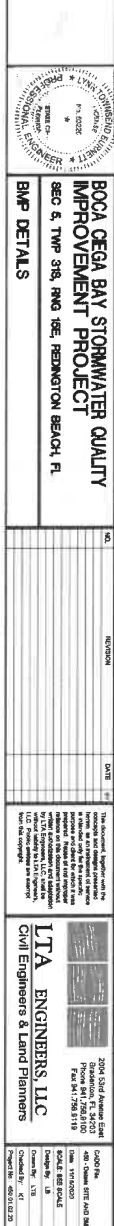
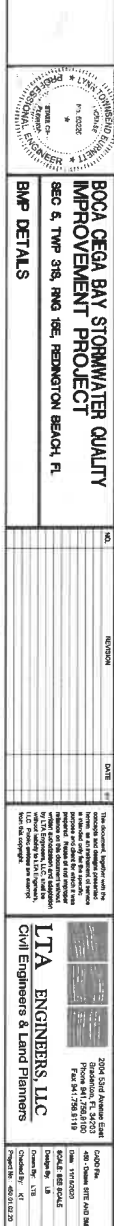
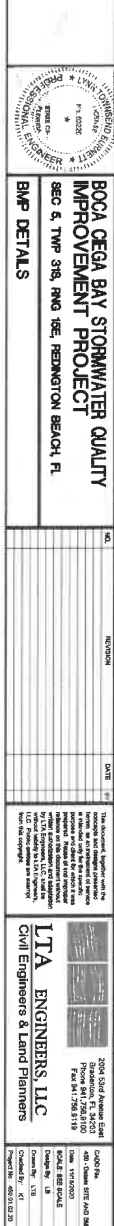
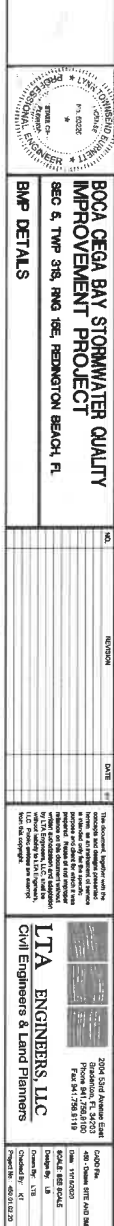
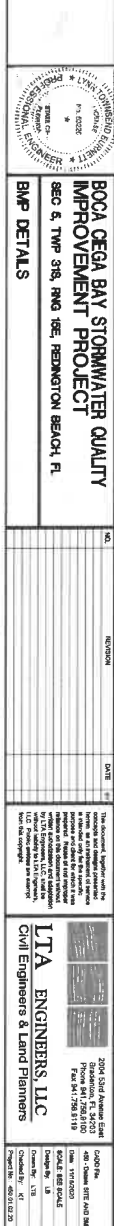
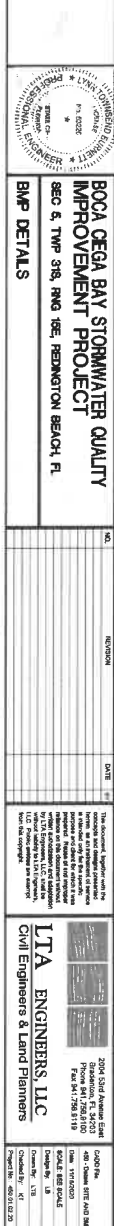
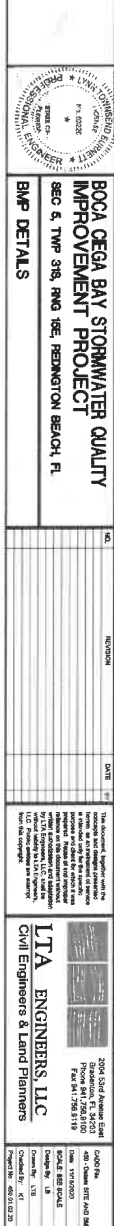
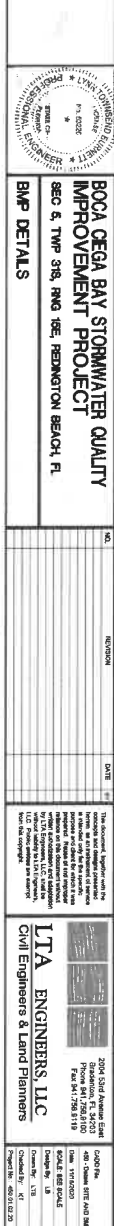
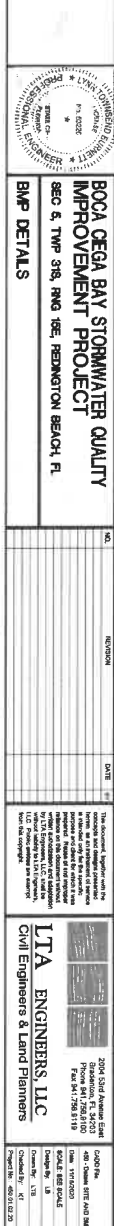
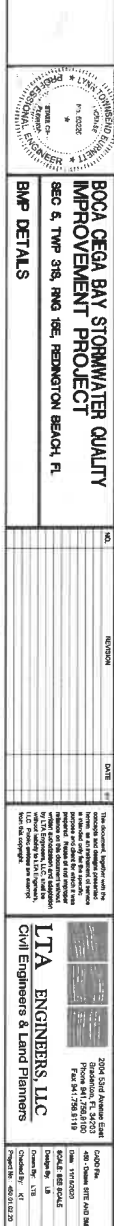
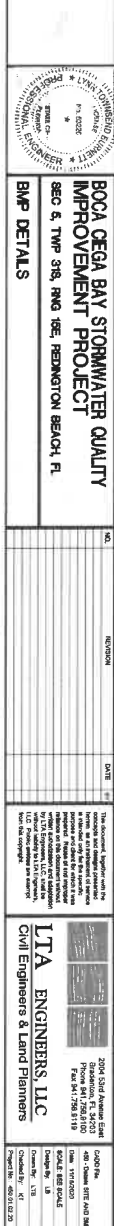
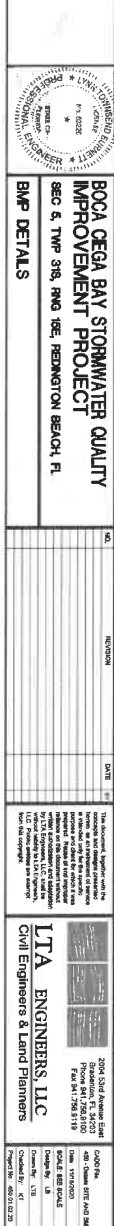
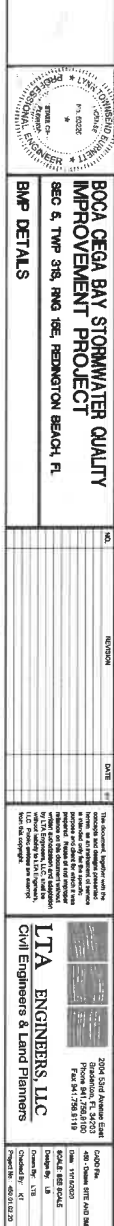
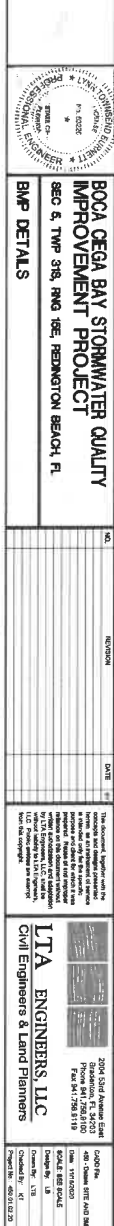
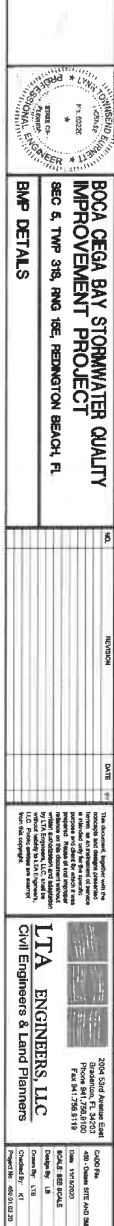
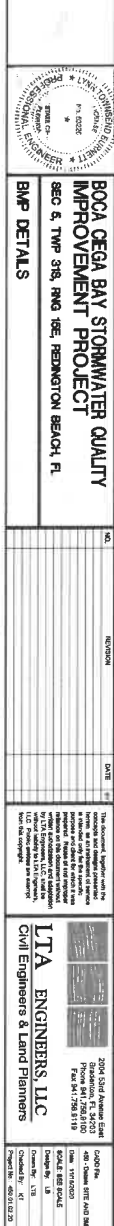
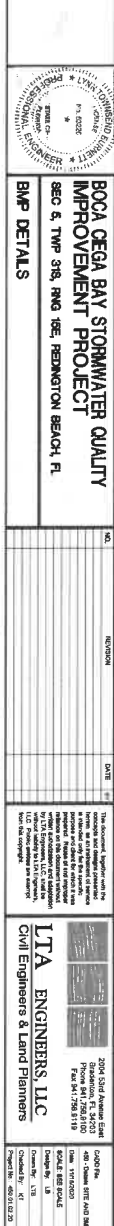
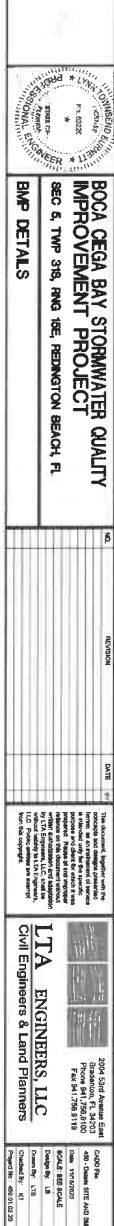
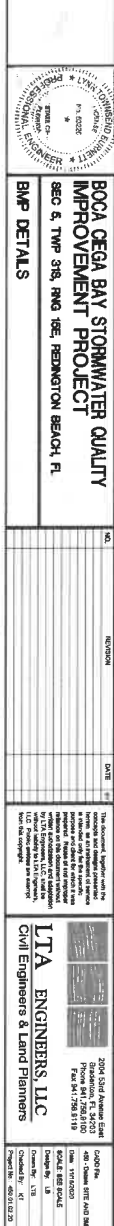
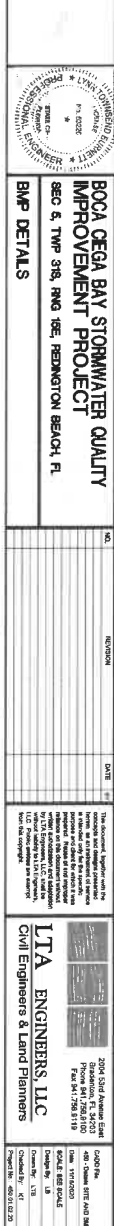
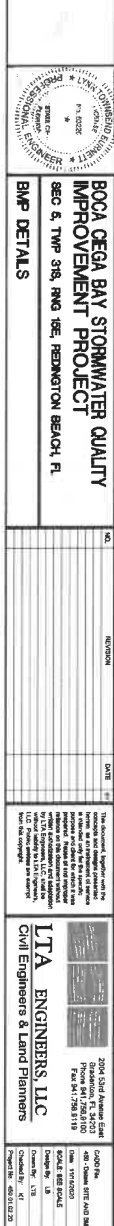
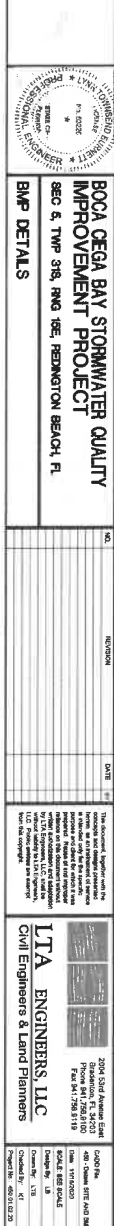
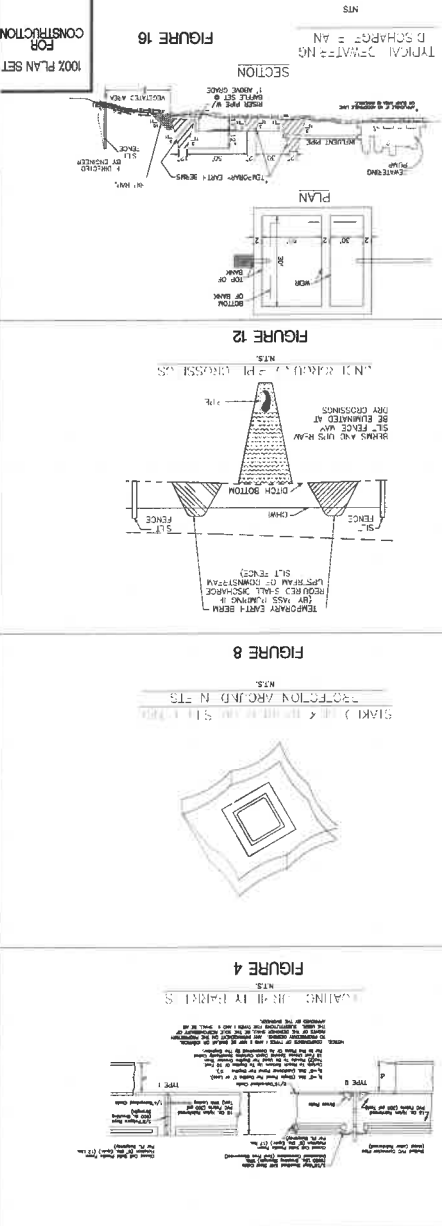
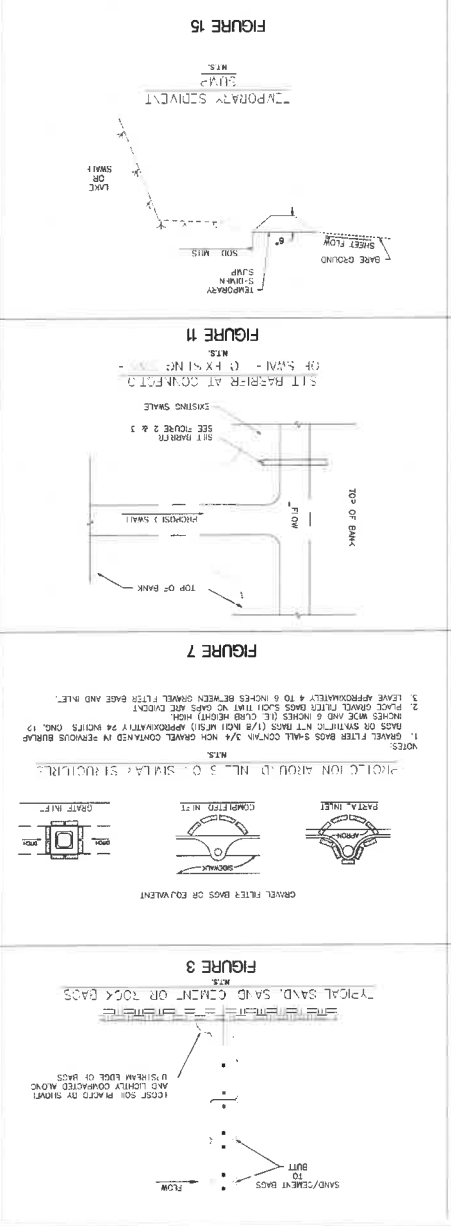
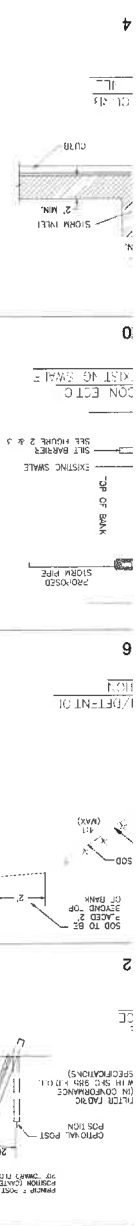


Exhibit B

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.

CONTRACT DOCUMENTS & SPECIFICATIONS

Prepared for:

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

FY21

Prepared by:



Town of Redington Beach

Pinellas County, Florida

LTA File No: 450.01.01.20

Town of Redington Beach

Pinellas County, Florida

LTA File No: 450.01.01.20

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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 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 budgeted price. Your adjustments should be reflected in Bid Item Nos. B2 – B8. If you are able to complete the project for less than the project budget, please increase the amount of contingency to match the project budget.
 - 1.3 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.
 - 1.4 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.
 - 1.5 No proposal can be withdrawn for a period of 60 days from the date of opening bids.
 - 1.6 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 contracts 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 capacity for each truck utilized for hauling unsuitable material off-site. Measurement will be calculated by multiplying the truck tickets by the predetermined fully loaded capacity in cubic yards per truck. The Contractor must submit copies of the truck tickets with the monthly application for payment.

3.02 TURBIDITY BARRIER - DELETED - N/A

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

3.03 GRAVEL FILTER BAGS - ITEM NO. A.2

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

3.04 SOD MISCELLANEOUS RESTORATION - ITEM NO A.3

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

3.26 Relocate Impacted Sprinkler Heads- ITEM NO. D.4

Payment for this item will be made at the cost for all work necessary to cut any existing irrigation lines within the limits of construction and relocate and reinstall irrigation heads to 6 properties that are known to have irrigation within the project limits.

**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		

Sub-Total Clearing and Earthwork

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

Sub-Total Stormwater

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

C. MISCELLANEOUS

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

Sub-Total Miscellaneous

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

D. ALTERNATE ITEMS

- | | | | | | |
|---|--|-----|----|--|--|
| 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 | | |
| 4 | Relocate and Replace Irrigation Heads | 1 | LS | | |

Sub-Total Alternate Items**SUMMARY****A. CLEARING AND EARTHWORK****B. STORMWATER****C. MISCELLANEOUS****D. PAYMENT AND PERFORMANCE BOND****TOTAL BID PROPOSAL (A-D)**

\$94,467.00

E. ALTERNATE ITEMS

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 – B8.

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: _____

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.

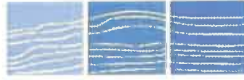
END OF SECTION

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.3 Excavation Requirements

4A.3.1 Trenches:

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

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

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

4A.4 Backfill Requirements

4A.4.1 Trenches:

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

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

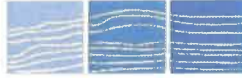
4A.4.2 Pipe Slipline:

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

4A.5

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

END OF SECTION

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

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

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

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

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

5A.2 Base (Crushed Concrete)

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

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

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

5A.3 Asphaltic Concrete

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

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

5A.4 Traffic Stripes

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



1-855-355-GRID (4743)

TRUEGRID® PRO Plus Manufacturer's Product Specification Sheet

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

Other features of TRUEGRID

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



1-855-355-GRID (4743)

Ground Preparation: Depends upon site condition and local conditions.

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

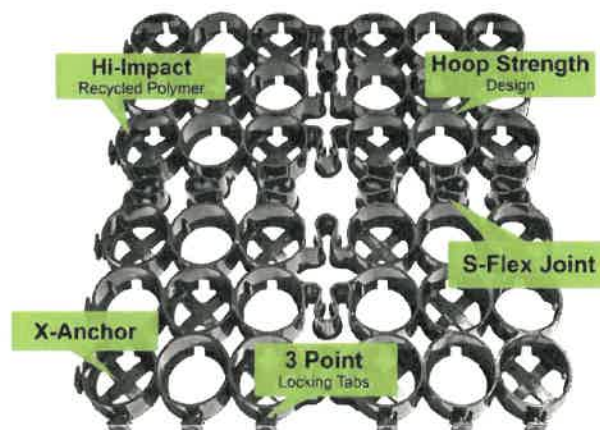
Installation: Layout and snap together pre-assembled sheets. (4 pcs per layer = 16 sq/ft)
If body weight does not level the grids, use plate vibrator or heavy cylinder to level.

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

- TRUEGRID may be cut on site
 - Pre-cutting is not required
- Angle grinder, circular saw, compass saw, or handsaw are all options for cutting TRUEGRID.

Delivery:

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



For more info on TRUEGRID
Please visit our website:

www.truegridpaver.com

**913 SHELL MATERIAL****913-1 General**

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

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

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

913-2 Dredged Shell

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

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

913-3 Bank-Run Shell

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

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

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

SECTION 913A SHELL - ROCK MATERIAL

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

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

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

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

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

No individual test value shall be less than 90.

No two consecutive test values between 90 and 100.

Plasticity (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.

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: _____

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.1. The Municipalities agree that they will direct their Library Board appointees to have the Library's Board to create an annual proposed budget for its operation and sustainment by April 1st, for the next following fiscal year, which begins October 1 and ends September 30. The Library shall then determine the amount proposed to be due (hereinafter referred to as "proposed proportional share") from each municipality apportioned as to their populations using the most recent population data from the Bureau of Economic and Business Research of the University of Florida, or its successors. The annual proposed budget and the proposed proportional share shall be provided to the Municipalities no later than April 30th, for the upcoming fiscal year 2021-2022, for each municipality to consider and act upon. For each fiscal year thereafter, the annual proposed budget and proposed proportional share shall be provided to the Municipalities no later than April 15th, for the upcoming fiscal year, for each municipality to consider and act upon.

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

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

SECTION 4 – TERMINATION.

Section 4.1. If any municipality rejects the service agreement or otherwise fails to fund or insufficiently funds the Library, then that municipality shall immediately notify the other Municipalities and the Library of that occurrence and this Interlocal Agreement shall terminate as it relates to said municipality at the end of the current fiscal year. Termination shall be without penalty or expense to any other municipality for any time up until the date of termination of the terminating municipality. The terminating municipality shall remain liable for the quarterly payments due pursuant to this Interlocal Agreement that have accrued or been incurred for any time up until the date of termination.

Section 4.2. A municipality may, for any reason, terminate its membership in the Library effective at the end of the current fiscal year, currently September 30, by providing advance written notice given by certified mail to the other Municipalities by June 30th of the current fiscal year. By terminating, the terminating municipality agrees that the municipality no longer will be a Trustee

on the Board. Within 30 days from the date of the notice of termination, the Board shall meet to determine whether to dissolve the Library or appoint another board member and amend the Library's articles of incorporation and bylaws to reflect the change in the membership and voting trustees of the Board.

Section 4.3. If any municipality terminates its membership in the Library, then the residents of that municipality shall be considered non-resident and may lose library privileges which may include any interlibrary lending agreements the Library may be a party to. All items out on loan to the residents shall be immediately returned, a list of which will be given to the municipality. The municipality shall make every effort to cause the return of loaned items to the Library.

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

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

SECTION 5 – REORGANIZATION OF GULF BEACHES PUBLIC LIBRARY, INC. The Municipalities agree that it is necessary to demand changes to the corporate structure of Gulf Beaches Public Library, Inc. before any contributions are made beginning October 1, 2021. Those changes are:

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

- a) The Board shall be reduced to five (5) voting members. These members shall consist of one (1) member from each of the Municipalities. It is the preference of the Municipalities that the member be an elected official of the municipality.
- b) That the Board have an alternate member from each municipality that would vote only when the municipality's member was absent.
- c) That the Board shall have two (2) non-voting ex-officio members consisting of the library director and the one member of the Friends of the Gulf Beaches Public Library, Inc.

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

- a) The Library maintain its current building footprint and not budget or expend Library monies toward expansion of the Library's building.
- b) The Library budget in the fiscal year 2021-2022 budget to use the Certificates of Deposit (approximately \$430,000), Chase Building Fund (approximately \$118,000), the Chase Money Market Account (approximately \$91,000) and the Chase Operating Account (approximately \$350,000) to immediately upgrade the Library's technology and to modernize the interior of the Library building.
- c) The Library adopt a policy directing reserves shall not exceed \$100,000.

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

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

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor

Mary Palmer, Clerk

James Denhardt, Attorney

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor

Mari Campbell, Clerk

Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor

Melissa Clark, Clerk

Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor

Ruth Nickerson, Clerk

Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor

Clara VanBlargan, Clerk

Thomas J. Trask, Attorney

Gulf Beaches Public Library

2021-2022 Operating Budget Overview

Local Municipality Expense Sharing

Municipality	Population per Municipality	Allocation Percentage	2020-2021 Proposed Contribution	Actual Contribution 10% Fund Relocation	2021-2022 Proposed Contribution	Actual Contribution 10% Fund Reallocation	Reduction %
Madeira Beach	4,447	27%	\$ 93,393	\$ 84,054	\$ 84,955	\$ 76,460	10%
North Redington Beach	1,531	9%	\$ 31,674	\$ 28,506	\$ 29,248	\$ 26,323	10%
Redington Beach	1,507	9%	\$ 31,314	\$ 28,183	\$ 28,790	\$ 25,911	10%
Redington Shores	2,182	13%	\$ 46,791	\$ 42,112	\$ 41,685	\$ 37,516	10%
Treasure Island	6,930	42%	\$ 145,322	\$ 130,790	\$ 132,390	\$ 119,151	10%
Totals	16,597	100%	\$ 348,494	\$ 313,645	\$ 317,068	\$ 285,361	

Population totals from Florida Estimates of Population 2020 - Bureau of Economic and Business Research, University of Florida.

Sources of Revenue 2021-2022

PPLC (Pinellas Public Library Cooperative)	\$ 199,989
Operations	\$ 5,100
Donations	\$ 5,000
CD Interest	\$ 4,000
E-Rate funding	\$ 10,992
Liquid assets transfer	\$ 31,707
Total	\$ 256,788

Operating Expenditures 2021-2022

Salaries	\$ 285,496
Other operating	\$ 256,653
Total	\$ 542,149

Liquid Assets

Cash and Cash Equivalents	\$730,621
Certificates of Deposit	\$250,000
Total Liquid Assets	\$980,621

Completed (*) and Planned Capital Expenditures through September 30, 2022

* Special library cleaning	\$ 14,406
* A/C repairs and upgrades	\$ 10,500
* New blinds	\$ 3,200
* Landscaping/sprinkler system	\$ 20,000
* Technology plan	\$ 3,500
Gutters for building	\$ 25,000
Interior relamping & exterior lights	\$ 39,000
Electrical repairs	\$ 2,500
New computers & technology	\$ 85,000
Sealcoating & striping	\$ 15,000
Interior/exterior painting	\$ 30,000
Front and side door replacement	\$ 40,000
Window tinting	\$ 3,000
Interior doors	\$ 5,000
Bathroom remodel	\$ 120,000
New interior meeting room	\$ 175,000
Total	\$ 591,106

REVENUE - Gulf Beaches Public Library FY 2021-2022 Budget

Local Revenue					
	Service area Population per Municipality	Percentage of Population & Local Revenue per Municipality	2021-2022 Expenses Deficit	Amount of Local Revenue per Municipality	Quarterly Revenue per Municipality

Madeira Beach	4,447	27%	\$ 317,068	\$ 84,955	\$ 21,239
North Redington Beach	1,531	9%	\$ 317,068	\$ 29,248	\$ 7,312
Redington Beach	1,507	9%	\$ 317,068	\$ 28,790	\$ 7,197
Redington Shores	2,182	13%	\$ 317,068	\$ 41,685	\$ 10,421
Treasure Island	6,930	42%	\$ 317,068	\$ 132,390	\$ 33,098

Total Population	16,597	100.00%	Total Local Revenue	\$ 317,068	\$ 79,267
<i>Population totals from Florida Estimates of Population 2020. Bureau of Economic and Business Research, University of Florida</i>					

Other Revenue

PPLC (Pinellas Public Library Cooperative)	(Projected)	\$ 199,989
Operations	(Projected)	\$ 5,100
Donations	(Projected)	\$ 5,000
CD Interest	(Projected)	\$ 4,000
E-Rate Funding		\$ 10,992
Total Other	\$	225,081

Total Revenue

Total \$ 542,149

EXPENSES - Gulf Beaches Public Library FY 2021-2022 Budget

Code	Line Item	2021-2022	2020-2021
1200	Salaries & Wages	\$ 285,496	\$ 277,149
2100	FICA	\$ 21,840	\$ 21,202
2205	SEP – Wells Fargo	\$ 16,278	\$ 15,448
2300	Group Insurance	\$ 30,774	\$ 44,117
2400	Workers Compensation	\$ 900	\$ 900
2500	SUTA	\$ 85	\$ 84
3100	Professional Services	\$ 1,500	\$ 1,500
3200	Accounting & Auditing	\$ 10,825	\$ 10,825
3400	Contractual Services	\$ 3,490	\$ 3,490
3481	Integrated Library System (ILS)	\$ 6,000	\$ 6,000
3462	OCLC – ILL	\$ 600	\$ 550
4000	Travel & Training	\$ 2,000	\$ 2,000
4100	Telephone & Internet	\$ 16,500	\$ 16,500
4200	Postage	\$ 460	\$ 460
4300	Utilities	\$ 2,500	\$ 2,500
4331	Electric	\$ 14,000	\$ 14,000
4400	Rentals & Leases	\$ 4,500	\$ 4,500
4500	General Insurance	\$ 24,000	\$ 24,000
4610	Building Maintenance	\$ 9,000	\$ 9,000
4640	Other Maintenance	\$ 2,000	\$ 2,000
4700	Printing and Binding	\$ 200	\$ 200
5100	Office Supplies	\$ 4,000	\$ 4,000
5210	Departmental Supplies	\$ 8,000	\$ 8,000
5420	Dues & Subscriptions	\$ 1,500	\$ 1,500
6300	Capital Improvements	\$ 0	\$ 95,000
6400	Capital Equipment	\$ 1,000	\$ 1,000
6610	Library Books	\$ 45,000	\$ 45,000
6620	Library Reference Sources	\$ 9,000	\$ 9,000
6630	Library Audiobooks	\$ 5,500	\$ 5,500
6640	Library DVDs & Music CDs	\$ 8,500	\$ 8,500
6650	Library Subscriptions	\$ 3,700	\$ 3,700
9900	Contingency	\$ 3,000	\$ 3,000
	Total	\$ 542,149	\$ 640,625

From: Robert Eschenfelder <Rob@cityattorneys.legal>
Sent: Tuesday, April 27, 2021 4:20 PM
To: townclerk@townofredingtonbeach.com
Subject: Ordinance 2021-02 revisions
Attachments: 2021-04-27 RB Code Revision Ordinance Chapter 13 (Parks).docx

Ms. Clarke,

As you recall, at the first reading of this ordinance, the Town Commission requested several revisions to the draft ordinance prior to second reading.

Attached, please find a new draft of the ordinance making the following changes:

- Sec. 13-1(a) was amended to remove language regarding “any other town-owned property” as it did not appear to make sense in the original language
- The prohibition of mooring watercraft within 50 feet of the Causeway Park seawall was moved into its own subsection (b)
- Per the Commission’s request, a new subsection (d) is created to be clear that Town staff or contractors are exempt from Sec. 13-1 when performing Town business. Since I was creating this new subsection, I also added in a similar clarification as to first responders, and also confirmed disabled persons may use personal mobility devices if they cannot gain access by foot
- Sec. 13-6 was revised to clarify that sales of tickets and other items related to Commission-authorized special events in a park may occur
- Sec. 13-26 was revised to add the position of Secretary to the Parks Board and provides for the duties of the Secretary
- Sec. 13-27 was revised to provide a term for the office of Secretary and to provide there is no term limit for service as Secretary

Unless you have any questions, please place this revised ordinance on the next available agenda for second reading.

Regards,
Robert M. Eschenfelder, Esquire
Board Certified in City, County and Local Government Law
Rob@cityattorneys.legal
TRASK DAIGNEAULT, LLP
Harbor Oaks Professional Center
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756
(727) 733-0494 Phone
(727) 733-2991 Fax

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ORDINANCE NO. 2021 - 02

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

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

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

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

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

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

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

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

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

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

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

Chapter 13 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

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

- (a) It shall be unlawful for any person to off-load any material onto the 161st Avenue Causeway, an area 20 feet north and 19 feet south of the pavement, having an east-west length of 862 feet, designated as commencing east from Gulf Boulevard 1,089 feet, more or less, and west from Boca Ciega Bay 1,359 feet, more or less.
- ~~(b) , or onto any other town-owned property within the legal bounds; or~~ It shall be unlawful for any person to moor any watercraft within 50 feet of the 161st Avenue Causeway Park seawall.
- ~~(c)~~ No person shall drive a motor vehicle off the pavement onto the 161st Avenue Causeway Park, or stop or park a vehicle on the park grounds as described in subsection (a) of this section.
- ~~(d) Law enforcement officers, fire fighters, and paramedics, as well as town staff or contractors, are exempt from this section when performing their respective public duties. Disabled members of the public who are otherwise authorized to access 161st Avenue Causeway Park may do so by use of a personal mobility device, as defined by state law.~~
- ~~(e) Upon conviction, the fine and penalties for a violation of the off-loading, mooring, stopping or parking prohibitions as set forth in this section shall be up to \$500.00 per day and for each succeeding day thereafter. Further, any damage to the park, plantings or vegetation, irrigation system or the park's public utility system as a result of the violation will result in further assessments and fines for the costs of the repair and replacement of the damaged property.~~

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

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

or temporary in character, or run or string any public service utility into, upon or across such land, except on special written permit by the town clerk.

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

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

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

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

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

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

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

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

~~(b)~~ No person shall mark, deface, or injure in any way, or displace, remove or tamper with, any park building material, water lines or other public utilities or park signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, or outer boundary markers, or

other structures, or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

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

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

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

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

Sec. 13-6. – Vending in parks.

- (a) No person, persons, organization or firm, other than the town or concessionaires acting by and under the authority of the town, shall expose or offer for sale, rent or trade any article or thing, or station or place any stand, cart, table, tent or vehicle for the transportation, sale or display of any article or merchandise within any town park.
- (b) Notwithstanding the foregoing, sales of admission or raffle tickets, food or beverages, or other event-related items are permitted to be made in a town park by the town's homeowner's association or a non-profit organization during a special event authorized by the board of commissioners. Any such sellers shall be responsible for compliance with any sales tax regulations as may apply.
- (c) Nothing contained herein shall restrict freedom of speech exercised by any person without the use of tables, chairs, or signs erected or placed upon the ground, or other objects, stands, carts, vehicles or similar items.

Secs. 13-7—13-18. – Reserved.

Sec. 13-19. – Enforcement of article.

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

ARTICLE II. - PARKS AND RECREATION BOARD

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

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

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

- (a) The term of all regular and alternate mMembers of the parks and recreation board shall be appointed for terms of two years.
- (b) The terms of the chair, vice chair, and secretary shall be for one year.

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

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

- (a) The following, in general, are the duties assigned to the parks and recreation board shall:
 - (1) To Periodically hold meetings called by the chair~~man~~ to deal with park matters.
 - (2) To Be familiar with and follow the town's parks and recreation code and adopted parks budget, and to follow all applicable portions of division 2 of article I of chapter 2 of the code concerning advisory boards—elect annually, at the first annual meeting, a chairman who will serve for a period of one year.
 - (3) Advise the town in the To planning, development and maintenance of public park properties in conjunction with town staff and the board of commissionersemployees.
 - (4) A To—assist the board of commissioners in the preparation of the annual parks and recreation budget.
 - (5) To carry out such further attendant responsibilities specifically requested or authorized by the board of commissioners.
- (b) In addition to these duties, members are required to become familiar with and faithfully comply with Florida's public records, ethics and sunshine regulations as they apply to advisory boards.
- (c) While the parks and recreation board is, as a body, authorized and encouraged to make policy or financial recommendations to the board of commissioners, including recommendations which may be inconsistent with current town policy or strategy, it may only do so by way of a majority vote. Individual members are not authorized to speak for the parks and recreation board nor the board of commissioners, and shall at all times act in a manner which is consistent with the adopted policies and budgets of the board of commissioners.

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

Section 3. If any section, subsection, sentence, clause, provision or word of this

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

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

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

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

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

James Simons, Mayor

Attest:

Missy Clarke, CMC, Town Clerk

Approved as to form:

Jay Daigneault, Town Attorney

From: Robert Eschenfelder <Rob@cityattorneys.legal>
Sent: Tuesday, April 27, 2021 5:37 PM
To: townclerk@townofredingtonbeach.com
Subject: ordinance 2021-03 revisions
Attachments: 2021-04-27 Redington Beach Code Revision Ordinance Chapter 21 (Traffic Vehicles Parking).docx

Ms. Clarke,

As you know, the Commission recently conducted a first reading of and public hearing on this ordinance. Based on that hearing, the Commission requested various revisions to the initial draft. Based on the Commission's direction, please find attached a new version of the ordinance making the following changes from the original draft:

- All fine amounts throughout which were less than \$50 are increased to \$50. Fines above \$50 remain unchanged
- A definition for "swale" was provided in Sec. 21-1 since swales are referenced in other parts of the chapter and not everyone would know what one is
- A new Sec. 21-31(a)(8) is added to add an offense fine for violation of odd-numbered address side parking prohibition
- The first sentence of Sec. 21-32(4) is removed since that same prohibition is found in Sec. 21-32(1)(j)
- The last sentence of Sec. 21-32(4) is relocated to a new subsection (5) since it deals with a separate matter, which is even numbered side parking only

Unless you have any questions, please place the revised ordinance on an upcoming agenda for second reading.

Regards,
Robert M. Eschenfelder, Esquire
Board Certified in City, County and Local Government Law
Rob@cityattorneys.legal
TRASK DAIGNEAULT, LLP
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ORDINANCE NO. 2021 - 03

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

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

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

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

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

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

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

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

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

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

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

Chapter 21 – TRAFFIC, VEHICLES AND PARKING

ARTICLE I. - IN GENERAL

Sec. 21.1. – Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Swale means a low-lying grassed area with gradual slopes which transports stormwater, either on-site or off-site. It is immediately adjacent to the paved road surface extending to the right-of-way line and is intended for the conveyance and percolation of stormwater through the natural soil.

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

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

~~Sec. 21-2. --Reserved.~~

Sec. 21- 3. - Speed limit.

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

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

- (a) All traffic within culs-de-sac with center islands shall be one-way around the island and no parking shall be permitted on the designated traveled roadway. The no parking area is defined as anywhere along the designated traveled roadway beginning at the point where the road tangent meets the point of curve thence around the island counterclockwise and ending where the point of curve meets the road tangent.
- (b) The owner (the person, firm, or corporation in whose name the vehicle is registered and licensed according to the records of the state Department of Motor Vehicles) of a vehicle parked in violation of subsection (a) above shall be subject to a fine of \$50.00. Penalty. Any person violating this section shall be cited for (1) going the wrong way on a one-way street and/or (2) improper parking and upon conviction shall be punished as follows:
- (c) Pursuant to Florida Statutes § 316.088(4), operating a vehicle the wrong way on a one-way street is a noncriminal traffic infraction, punishable as a moving violation as provided in chapter 318.
- For a violation of the above section the applicable fines set forth in this section shall be imposed:
- (1) Going the wrong way on a one-way street \$25.00
- (2) Parking in a no parking zone 15.00

ARTICLE II. - STOPPING, STANDING AND PARKING

DIVISION 1. – GENERALLY

Sec. 21-30. – Certain actions prohibited.

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

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

Sec. 21-31. - FinesPenalties.

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

- (1) Parking at Beach Park or other designated areas without a current residential decal \$ ~~250.00~~
- (2) Double parking ~~\$150.00~~
- (3) Parking in spaces designated for ~~people who have disabilities in violation of Florida Statutes § 316.1955handicapped parking only without a permit~~ ~~\$100.00~~
- (4) ~~Improper parking a motor vehicle with its , which includes but is not limited to taking two parking spaces,~~ left side to curb, parking parallel in a diagonal space, or parking more than the maximum allowed distance from the curb ~~\$150.00~~
- (5) Key or key fob s left in ~~unattended vehicleignition~~ ~~\$150.00~~
- (6) Motor running ~~in unattended vehiclewith no attendant~~ ~~\$150.00~~
- (7) Parking in no parking zone, includes but is not limited to parking at or near fire hydrant, parking in reserved space, parking on sidewalk, parking on or near intersection, blocking a driveway, parking in loading zone, or parking over curb in park ~~\$150.00~~

~~(8) Odd-numbered address side parking \$50.00~~

(b) ~~Unless a different fine is provided for in article III of this chapter, the fine for a~~

~~(8) Any other violation listed in §section 21-32 is..... \$150.00~~

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

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

- (1) Stop, stand or park a motor vehicle:
 - a. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
 - b. On a sidewalk.
 - c. Within an intersection.
 - d. On a crosswalk.
 - e. Between a safety zone and the adjacent curb, or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the town indicates a different length by signs or markings.
 - f. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
 - g. Upon any bridge or other elevated structure upon a highway, road or street.
 - h. At any place where official signs prohibit stopping.

- i. In any area containing ~~at~~the raised or painted traffic separator or median.
 - j. On or across any grass portion of any swale or swale area on town right-of-way.
- (2) Stand or park a motor vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:
- a. In front of a public or private driveway.
 - b. Within 15 feet of a fire hydrant.
 - c. Within 20 feet of a crosswalk at an intersection.
 - d. Within 30 feet upon the approach to any flashing signal, stop sign or traffic control signal located at the side of a roadway.
 - e. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance, when properly signposted.
 - f. At any place where official signs prohibit parking or standing.
- (3) Park a motor vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers, at any place where official signs prohibit parking.
- (4) ~~No person shall stop, stand, drive or park a motor vehicle on or across any grass portion of any swale or swale area.~~ On all roads that have swales, parking shall be allowed only on the driveway apron, on the roadway or on private property.
- (5) ~~To the extent any provision of this chapter permits P~~parking a motor vehicle on the roadway, ~~such parking must~~shall be only allowed on the even-numbered address side of the roadway only. Parking on the odd-numbered address side of any roadway is prohibited.

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

(a) *Designated areas.*

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

(b) *Permit.*

- (1) Residents of the town shall be permitted to park motor vehicles in a parking area designated by this section only when displaying a current resident permit appropriately displayed on the motor vehicle. The permit shall be furnished by the town clerk upon proof of residency and vehicle registration.
 - (2) *Visitor parking permits.* Any resident who has obtained from the town clerk a valid beach park resident parking permit as provided in this chapter shall be entitled to receive one visitor parking permit per household.
- (c) *Violations.* No motor vehicle, other than those with the proper resident or temporary parking permit displayed, shall be permitted to park or stand in the designated motor vehicle parking areas. In any prosecution charging a violation of this section, proof that the particular vehicle described in the complaint was parked or left standing in violation of this section, together with proof that the defendant named in the complaint was, at the time of such parking or standing, the registered owner of such vehicle, shall constitute a prima facie presumption that the registered owner of such vehicle was the person who stopped, left standing or operated such vehicle at the point where and for the time during which the violation occurred. A violation of this section shall be punishable by a \$50.00 fine.

DIVISION 2. - PARKING OF RECREATIONAL VEHICLES

Sec. 21-46. - Generally.

~~(a) — Definitions.~~

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

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

~~(b) — Reserved.~~

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

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

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

~~a.~~ It shall be unlawful for any person to place or park any recreational vehicle and equipment upon any residentially zoned lot, piece or parcel of land in the town, or

upon any right-of-way or easement within the residentially zoned areas of the town, except that one ~~piece of~~ recreational vehicle and equipment may be temporarily placed upon the driveway of ~~its~~the owner ~~of the piece of recreational equipment~~ for the sole purpose of loading, unloading or repairing such recreational vehicle and equipment, ~~which and the one piece of recreational equipment~~ shall be allowed to remain in place upon such property only for a period of time as is reasonably necessary to perform the actually loading, unloading or repair ~~such piece of recreational equipment~~; provided, however, that the time for the loading, unloading or repair of the recreational vehicle and equipment shall not in any event exceed four days, whether consecutive or not, within any 20-day timeframe. For purposes of enforcement of this section, ~~a day shall be determined by the appropriate authorities of the town to consist of either 24 consecutive hours or any fraction thereof.~~ The mere moving of the recreational vehicle and equipment~~piece of property~~ during a day shall not reinitiate the computation of a 24-hour period.

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

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

- (a) It shall be unlawful for any person to place or park, ~~or allow to be placed or parked,~~ more than one boat or one boat trailer, or any combination thereof, upon any residentially zoned lot, piece or parcel of land in the town. Placing or parking ~~boats or boat trailers~~ ~~such equipment~~ upon any right-of-way or easement within the town is expressly prohibited.
- (b) Boats or boat trailers placed or parked upon the owner's property shall be maintained in a neat, clean and presentable manner, and the area beneath the equipment shall be kept in a neat condition, and no accumulation of trash, weeds or overgrown grass shall be allowed under, near or around the equipment.
- (c) ~~It is further provided, notwithstanding any of the provisions contained in subsection (a) of this section, that any person resident of the town~~ may park or store more than one boat or boat trailer if ~~the second boat or boat trailers~~ ~~such equipment~~ is ~~parked or stored completely within an enclosed garage or enclosed carport such that it cannot be out-of-view~~ ~~ed from the public road, rights-of-way, or from neighboring private properties~~ ~~of the general public.~~
- (d) Boat trailers modified ~~such that they cannot be and~~ used for ~~any purpose other than for~~ transporting a boat will be regulated by ~~§section~~ 21-46.

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

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

(a) *Definitions:*

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

- a. ~~Commercial purpose means a use for compensation including, but not limited to, the transport of persons, animals, commodities, materials, articles of trade, or the performance or tender of services.~~
- b. ~~Commercial vehicle means a motor vehicle, propelled by other than muscular power, operated or intended to be operated over public streets and highways and used as a means of transporting persons or property and is used for commercial purposes, as defined herein, including a vehicle towed by a motor powered vehicle; or is a truck, pickup truck, trailer, semi-trailer, truck-tractor, or tractor-trailer combination as defined in F.S., Ch. 320; or is a moving van, delivery truck, dump truck, service vehicle, tow truck, wrecker, bus, crane, dragline, earth mover, bulldozer, backhoe, trencher or similar vehicle. The terms also include any vehicle used as a platform for a derrick, hoist, crane, compressor, tank(s), ladder racks or similar equipment or as a means of transporting or storing a commercial vehicle. Automobiles, vans, non-commercial vehicles, non-commercial pickup trucks, including non-commercial SUV's, and other similar vehicles that are designed and used primarily for the transport of people as passengers are specifically excluded from this definition.~~
- c. ~~Commercial equipment means any commercial vehicle or commercial equipment not contained within the definitions of recreational vehicles and equipment (section 21-46, above) or commercial vehicles (subsection b., above) or the exclusions listed in this section.~~
- d. ~~SUV means any "sport utility vehicle" as generally used in the English language.~~

- (b) ~~Intent.~~ It is the intent of this ~~section~~article to prohibit the storage, parking or maintenance of commercial motor vehicles ~~and commercial equipment~~ in all zoning districts of the town in order to preserve transportation infrastructure, prevent hazardous waste discharges, prevent traffic and safety problems, and to prevent unpleasant smells unsightly appearances in residential areas so as to preserve and enhance the aesthetic value and public safety of the community.
- (be) ~~Parking/storing prohibited restrictions.~~ No person or persons, firm, corporation or agent thereof shall cause or permit a commercial motor vehicle ~~or any piece of commercial equipment, as defined in this section,~~ to be stored, maintained, or parked on any private property in ~~any~~^{all} zoning districts in the town unless said commercial motor vehicle ~~or piece of commercial equipment~~ is owned by the owner of such private property, and is stored, maintained and parked at all times parked on private property completely within an enclosed garage such that it cannot be viewed from the public road, rights-of-way, or from neighboring private properties structure thereby eliminating its visibility from public roads and adjacent parcels of land and is owned and used by a permanent resident of the property.
- (cd) ~~Exceptions.~~ This section shall not apply to emergency police, fire or rescue vehicles, ambulances, whether governmentally or privately owned, and emergency service vehicles when such vehicles are so identified, registered and used, ~~nor to;~~ as well as third-party commercial motor vehicles used by vendors for hire and whose services (including the clearing, building or improving of property) have been engaged by and are actively being provided to a private property owner~~resident~~, the town, or ~~an~~^{another} governmental agency.
- (de) ~~Compliance.~~ ~~Commercial motor~~^{No} vehicles; shall not be parked or moved intermittently so as to evade the intent of this section, ~~either by the owner of the vehicle or his guest or any other party.~~ The owner(s) of private property on which commercial motor vehicles are being parked, maintained or stored in violation of this section shall be responsible for bringing their property into compliance.
- (f) ~~Enforcement.~~ This section may be enforced by the police without notice in writing.

Sec. 21-50. — Construction equipment.

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

ARTICLE III. – TOWING

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

- (a) It shall be unlawful to stop, stand or park an unauthorized motor vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the direction of

a law enforcement officer or official traffic-control sign or signal, in any public parking space, lot or parking area, or on town property, during days or hours when such space, lot, area or property is closed to the general public, or where parking has been designated as restricted or prohibited.

(b) In addition to any other remedy for a violation of this section, law enforcement officers and code enforcement officers are hereby authorized to direct the removal of any motor vehicle stopped, standing or parked in violation of this section if signs have been posted indicating that the parking space, lot, area or town property is a location from which vehicles will be towed if they are parked illegally.

(c) As to public parking lots or areas, or other town property where parking is prohibited or restricted, at least one wall or post-mounted sign shall be prominently placed at a clearly visible area of lot, area or property which, at a minimum, contains the following:

(1) the words "Tow Away Zone" in letters not less than 4-inches high,

(2) the words "Unauthorized vehicles will be towed and impounded at owner's expense" in letters not less than 2-inches high,

(3) the name and telephone number of the town-contracted or authorized towing service, and

(4) the words Redington Beach Code § 21-60.

(d) For individually-designated parking spaces, each space designated as no-parking or restricted access parking shall be so posted by the installation of a wall or post-mounted sign at the front of the space to include, at a minimum:

(1) the words NO PARKING (including the word "ANYTIME" or words setting forth the days and times when parking is prohibited if less than always), or words stating the category of vehicle or title of authorized user(s) (if the space is designated as restricted access), such as LAW ENFORCEMENT USE ONLY,

(2) the words "Unauthorized vehicles will be towed and impounded at owner's expense" in letters not less than 2-inches high, and

(3) the words Redington Beach Code § 21-60.

(e) All letters on parking lot and space signs must be light-reflective with a contrasting background; and, the bottom of the signs must be not less than 3 feet nor more than 6 feet above ground level.

(f) If the driver or other person in control of a motor vehicle violating this section refuses to move the vehicle upon being instructed to do so, or is not present to receive such

instruction, a town code enforcement officer or law enforcement officer is hereby authorized to provide for the removal of such vehicle to the nearest designated garage or place of safety if said vehicle has been parked in the space for a period exceeding twenty-four (24) hours or immediately if the violation is a second or successive violation.

- (g) Pursuant to Florida Statute § 713.78(4)(b), the town code enforcement officer or law enforcement officer causing the removal of an unauthorized, unattended vehicle shall report the same to the Florida Department of Highway Safety and Motor Vehicles within twenty-four (24) hours of such removal in the manner prescribed by that agency. In addition, the officer causing the removal of said vehicle shall make a prompt, good faith effort to identify and notify the owner of the vehicle of the fact of the removal and of the towing company information or location of the vehicle.
- (h) Neither the town nor any law enforcement agency shall be responsible for the payment of any fees necessary for the release of a stored vehicle. Any cost incurred by the town or a law enforcement agency in the removal and storage of any unattended vehicle shall be paid by the vehicle owner (including lessee), upon presentment of a statement of costs incurred. In addition, pursuant to Florida Statutes § 166.04465(b), the owner of a motor vehicle towed pursuant to this section shall pay to the town an administrative fee of \$30. Upon the owner's/lessee's failure or refusal to pay such costs and fee within thirty (30) days of presentment of a statement, the town or the agency, or both, may avail themselves of any lawful means of enforcing payment, to include suit in a court of competent jurisdiction. The provisions of this subsection shall not apply if the vehicle is determined by a law enforcement agency to have been stolen.
- (i) A vehicle towed and impounded under this section may be released upon: payment of all parking penalties, costs, towing, storage, and administrative fees in accordance with Florida Statutes § 713.78; or upon the posting of a cash or surety bond totaling all applicable amounts owed until the disposition of any hearing held in accordance with Florida Statutes § 713.78. A person who posts a bond under this section and fails to file a complaint within the time period required under Florida Statutes § 713.78 shall have waived his or her right to a hearing and the total amount of the posted bond shall be forfeited to the town.

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

Section 3. If any section, subsection, sentence, clause, provision or word of this

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

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

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

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

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

James Simons, Mayor

Attest:

Missy Clarke, CMC, Town Clerk

Approved as to form:

Jay Daigneault, Town Attorney

From: Burton, Barry <bburton@co.pinellas.fl.us>
Sent: Thursday, April 22, 2021 2:04 PM
To: Al Braithwaite; Alex Rey; Bob Daniels; Bonnie Dhonau; Burton, Barry; Mari Campbell; Campbell, Matthew; Missy Clarke; Debra Sullivan; Lewis, Doug; Garry Brumback; Schubert, Henry; Horne, Bill; Jennifer Bramley; Murphy, JP; Kanika Tomalin; LeCouris, Mark; Lewis, Carley; Lynn Rives; Mims, Brently Gregg; O'Reilly, Jim; Mary Palmer; Spoor, Matt; Toney-Deal, Ann; Alan Johnson; Arthur Penny; Bill Queen; Chris Alahouzos; Chris Arbutine, Sr.; David Will; Eric Seidel; Frank Hibbard; Joanne "Cookie" Kennedy; Joe Ayoub; John B. Hendricks; Joseph Manzo; Bujalski, Julie; Leslie Waters; Woody Brown; Marybeth Henderson; Mike Wilkinson; Patrick Soranno; Kriseman.Rick; Mayor Robert Schmidt; Robert Howell; Sam Henderson; Sandra L. Bradbury; Tyler Payne
Cc: Klug, Della
Subject: FW: Interlocal Agreement for Distribution of Potential Additional 1-5 Cent Local Option Fuel Tax
Attachments: Interlocal Agreement with Cities 4-2021.pdf; April 22nd Work Session Agenda Item # 9 - Additional Five-Cent LOFT - Presentation.pdf

City Managers,

As follow-up to my recent conversations at the City Managers meeting, Pinellas County is considering increasing the local option fuel tax by 1-5 cents. Attached is an Interlocal Agreement for distribution of the additional 1-5 Cent Local Option Fuel Tax under consideration. As described below, we need this signed and returned as soon as possible, **but no later than May 25**.

We've all experienced for many years that gas tax revenue is not keeping pace with expenditure levels for our roads, sidewalks, bridges, and other transportation needs. At best, we're struggling to meet community needs and expectations in maintaining this critical infrastructure. The COVID-19 pandemic accelerated the fiscal cliff we've been facing and the County needs to take action next fiscal year by increasing revenue and/or decreasing expenditures. At our Board of County Commissioners work session earlier today, the Board supported working with you to seek your support for the attached agreement. This agreement establishes the distribution formula for the additional 1-5 Cent Local Option Fuel Tax that Florida State Statute permits us to impose. As you will see, the proposal would keep the revenue sharing agreement formula exactly how it has been for the current gas tax (40% to cities with distribution among cities based on population). If we are to increase the gas tax, we first need to approve this interlocal agreement from municipalities representing 50.1% of the incorporated area population by June 1st. By doing this, the Board has until October 1st to adopt an ordinance to increase the fuel tax and notify the Florida Department of Revenue.

Please sign and return to me as soon as possible, **but no later than May 25** (last Board meeting prior to June 1). We welcome your input regarding the potential imposition of this additional gas tax to help support their future discussions.

To help support your efforts to engage your council and constituents, I've also attached the presentation shared with the Board today.

Thank you for your prompt action on this request. If you have any questions, please contact me.

Thanks,

Barry Burton
County Administrator



Local Option Fuel Tax Information Sheet

5/13/21

The funding that pays for critical maintenance needs on roads, bridges and sidewalks in Pinellas is running out. With less vehicles on the road and pandemic-driven rise in materials costs, local governments are left with few options to cover the costs. How will we pay for these important needs in the near future?

The most viable option being considered at this time is an additional 1-5 Cent Local Option Fuel Tax: more than a third is paid by visitors, the burden is not placed on property owners alone, and surrounding communities are already maximizing it to keep roads and sidewalks maintained. This Fact Sheet addresses some common questions and concerns about this funding option.

CURRENT LOCAL OPTION FUEL TAX

- Current local option fuel tax has not been changed since adding one cent in 2007. Our current local option fuel tax totals 7 cents per gallon.
- All surrounding counties except Hillsborough are already levying 12 cents per gallon in local option fuel tax.
- Local option fuel tax revenue does not increase when gas prices increase, because the tax is a flat rate per gallon. Therefore, as price inflation increases our costs to maintain our roads, sidewalks, and other transportation infrastructure, our funding source remains flat. This results in a growing imbalance between revenue and expenditure.
- Based on the consumer price index (CPI), our costs have increased by 1/3 since our last gas tax increase in 2007. This doesn't account for increases in costs attributed to other factors.
- Fuel tax revenue is also not increasing due to increased vehicle fuel efficiency and conversion to electric vehicles.

OTHER IMPORTANT FACTS

- Additional gas tax would be 5 cents on every gallon, not 5 percent of total price per gallon.
- The additional 5 cents per gallon translates into approximately \$27 per vehicle per year. For context, \$27 is less than half the cost of a single pavement marker.
- As with the Penny for Pinellas, visitors and other non-residents contribute to gas tax revenue. However, by state law the Penny cannot pay for anything other than capital project construction. Also of note, the County already has a significant funding gap for Penny projects requested as compared with projected Penny revenue.
- Policy changes to address the lack of contribution by electric vehicles are not possible at a local level. Such changes can only be made at the state or federal levels.
- Transportation funding is not an eligible use of federal stimulus funds, as those must be used for public health response, mitigation, and economic recovery from the COVID-19 pandemic. The only exception is using funds attributed to lost revenue restoration and those are both limited and not a sustainable funding source for reoccurring expenses.

From: Burton, Barry <bburton@co.pinellas.fl.us>
Sent: Thursday, May 13, 2021 4:28 PM
To: Bujalski, Julie
Cc: Silverboard, Jill; Klug, Della; Al Braithwaite; Alex Rey; Amy Davis; Bob Daniels; Bonnie Dhonau; Burton, Barry; Mari Campbell; Missy Clarke; Debra Sullivan; Lewis, Doug; Schubert, Henry; Horne, Bill; Jennifer Bramley; Murphy, JP; Kanika Tomalin; LeCouris, Mark; Lewis, Carley; Lynn Rives; Lynne Ladner ; Mims, Brently Gregg; O'Reilly, Jim; Mary Palmer; Spoor, Matt; Toney-Deal, Ann; Alan Johnson; Arthur Penny; Bill Queen; Chris Alahouzos; Chris Arbutine, Sr.; David Will; Eric Seidel; Frank Hibbard; Joanne "Cookie" Kennedy; Joe Ayoub; John B. Hendricks; Joseph Manzo; Bujalski, Julie; Leslie Waters; Woody Brown; Marybeth Henderson; Mike Wilkinson; Patrick Soranno; Kriseman.Rick; Mayor Robert Schmidt; Robert Howell; Sam Henderson; Sandra L. Bradbury; Tyler Payne
Subject: Proposed 5-Cent Local Option Fuel Tax (LOFT)
Attachments: Gas Tax Information Sheet 5-21.pdf

Mayor Bujalski,

Thank you for reaching out on the proposed 5-Cent Local Option Fuel Tax (LOFT). We have received similar questions from other cities and hope the information shared in this email will clarify the facts. Some important ones are:

- Fuel tax is not tied to gas prices. The cents are charged per gallon, not 5% of total price per gallon.
- The estimated impact of the additional 5 cents per gallon is \$27 per vehicle per year.
- Visitors and non-residents contribute to fuel tax revenue just like the Penny for Pinellas. Approximately 40% of penny dollars come from non-residents.
- Approving the Interlocal Agreement (ILA) is not approving the additional tax, but it does reflect support to the County.
- The Board of County Commissioners may approve the tax only after approval of the ILA by cities representing a majority of incorporated population. We prefer all cities support the additional 5-cents as they have done historically for the existing 7-Cents.
- Cities that do not approve the ILA will still receive their share of the new tax revenue as long as some variation of city approvals representing a majority of incorporated population happens by June 1, 2021.
- Penny for Pinellas is not a source for addressing gaps in fuel tax revenue because it is limited to capital projects. Further, the County already has a significant funding gap for Penny projects proposed when compared with projected Penny revenue.
- Transportation is not an eligible use of federal stimulus funds, which must be used for public health response, mitigation, and economic recovery from the COVID-19 pandemic. While there is a provision for lost revenue, that would only help one-time and would not sustain future operating needs.
- Electric Vehicles must be addressed at state and federal levels in terms of road and bridge use without paying fuel taxes. Less than 0.5% of registered vehicles in Pinellas are electric.
- All our surrounding counties, except Hillsborough, already levy 12 cents per gallon in local option fuel tax.

We have prepared a one page information sheet, see attached, to assist in answering questions from your commissioners and citizens. We hope you find this helpful and feel free to share with others. The Board of County Commissioners will consider this additional fuel tax levy, along with our millage rates, as part of our annual budget process.

Please contact me if you have any questions.

Thanks,

Barry

Begin forwarded message:

From: "Bujalski, Julie" <jbujalski@dunedinfl.net>
Date: May 13, 2021 at 8:41:13 AM EDT
To: "Bramley, Jennifer" <JBramley@dunedinfl.net>, "Burton, Barry" <bburton@co.pinellas.fl.us>
Subject: Fwd: City of Seminole - Letter for your Review

CAUTION:

This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe.

Barry - I wanted to make sure you saw this....

As we are all deliberating the agreement, I thought you might want to answer some of Mayor Waters questions. I believe it might be helpful.

Kindest Regards!

Julie Ward Bujalski
Mayor, City of Dunedin

Begin forwarded message:

From: "Mancuso, Ann Marie" <amancuso@myseminole.com>
Date: May 12, 2021 at 4:42:50 PM EDT
To: jayoub@cityofsafetyharbor.com, eseidel@myoldsmar.com, "Bujalski, Julie" <JBujalski@dunedinfl.net>, tpayne@mytreasureisland.org, psoranno@myindianshores.com, ckennedy@irbcity.com, wobrown@largo.com, mwilkinson@townofbelleair.net, mayor@townofredingtonshores.com, ajohnson@stpetebeach.org, jhendricks@madeirabeachfl.gov, mayorsoffice@gulfport-ms.gov, mayor@stpete.org, cityhall@mysouthpasadena.com, carbentine@belleairbluffs-fl.gov, frank.hibbard@myclearwater.com, calahouzos@ctsfl.us, mayor@townofnrb.com, sbradbury@pinellas-park.com, mayor@townofredingtonbeach.com
Cc: "Spoor, Matt" <mspoer@cityofsafetyharbor.com>, "Braithwaite, Al" <abraithwaite@myoldsmar.com>, "Bramley, Jennifer" <JBramley@dunedinfl.net>, "Brumback, Garry" <gbrumback@mytreasureisland.org>, "Davis, Amy" <adavis@mytreasureisland.org>, "Dhonau, Bonnie"



CITY OF SEMINOLE

April 30, 2021

Dave Eggers, Honorable Chair
Pinellas County Commissioner
315 Court Street
Clearwater, FL 33756

Honorable Chair Eggers and Members of the Pinellas County Commission,

On behalf of the City Council of the City of Seminole I write this letter to advise you of the concerns that we have concerning the adoption of a 1 to 5 cent increase in the County's Local Option Fuel Tax (Fuel Tax).

This item was discussed at our most recent City Council Meeting and we respectfully request that you consider the following during your deliberations on this matter:

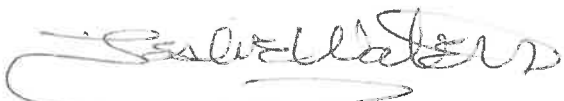
- With the economy as it is now, which includes high fuel prices, might raising the existing 6 cents Fuel Tax up to 11 cents per gallon adversely impact the economic recovery of residents and businesses?
- The proposed Fuel Tax increase will likely result in hundreds of dollars of costs to the average household each year, and that amount may exceed what some older or low to moderate income families pay in ad valorem taxes.
- Students who depend on gas operated vehicles to attend school and often also drive to work, frequently for part time jobs, will be greatly impacted.
- The proposed Fuel Tax increase will have a trickle down and up affect as the cost of services for transportation dependent businesses/services will increase.
- Fuel dependent and hybrid/electric cars use the same roads, yet the fuel dependent vehicles will be "donor" tax payers.
- Low to moderate income residents may be disproportionality dependent on fuel dependent vehicles, thus more adversely affected by an increased Fuel Tax.
- With multi-millions of dollars allocated to the County from the latest Federal Recovery Act, could some of said dollars be used for elements of the budget that now utilizes the Fuel Tax allocation?
- What part(s) of the County's budget, dependent on the Fuel Tax, could utilize Penny for Pinellas – Penny IV funds?

While the City Council of Seminole appreciates and shares the County's desire to provide and maintain transportation infrastructure for its constituents, is this the best time and avenue in which to do so?

With the limited information that we have been provided at this time, Council members have raised the above questions and expressed their concerns.

Please know that overall, we appreciate your efforts for the Citizens of Pinellas County and, like ourselves, hope that you appreciate being made aware of the concerns that we have.

Sincerely,



Mayor Leslie Waters
City of Seminole

cc. Vice Mayor and Councilors, City of Seminole
Ann Toney-Deal, City Manager
Barry Burton, County Administrator

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into as of the _____ day of _____, 2021, by and between Pinellas County, a political subdivision of the State of Florida (the “County”) and the municipalities that are parties hereto within Pinellas County representing a majority of the population of the incorporated area of Pinellas County, as listed on the signature pages hereto (the “Municipalities”).

W I T N E S S E T H:

WHEREAS, this Interlocal Agreement (“Interlocal Agreement”) is authorized by § 336.025, Florida Statutes, and other applicable law; and

WHEREAS, § 336.025(1)(b), Florida Statutes, authorizes the imposition of a local option fuel tax of up to five cents (\$0.05) upon every gallon of motor fuel and diesel fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes; and

WHEREAS, that section also provides that this tax may be extended or the distribution changed in the manner set forth herein; and

WHEREAS, there continues to be a need within Pinellas County for the County and the Municipalities to have access to additional funds to be used for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments as authorized by § 336.025(1)(b), Florida Statutes; and

WHEREAS, the Board of County Commissioners will consider levying the local option fuel tax as authorized by § 336.025(1)(b), Florida Statutes, (“5¢ Local Option Fuel Tax”) on or before September 30, 2021; and

WHEREAS, the purpose and intent of this Interlocal Agreement is to establish a plan for the administration and expenditure of the proceeds of the 5¢ Local Option Fuel Tax, and as required by § 336.025(1)(b)2., Florida Statutes, to establish a distribution formula by determining the division of the proceeds from the 5¢ Local Option Fuel Tax.

NOW, THEREFORE, in consideration of the premises and of the mutual benefit, and in consideration of the covenants and agreements set forth herein, the County and the Municipalities agree as follows:

1. **DISTRIBUTION.** The 5¢ Local Option Fuel Tax imposed by the County upon every gallon of motor fuel and diesel fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, shall be distributed by the State Department of Revenue directly to the County, for subsequent allocation and disbursement to the Municipalities and the County in accordance with the distribution formula attached hereto as Appendix "A" and incorporated by reference herein.

2. **UTILIZATION OF FUEL TAXES.** The County and the Municipalities agree that the moneys received from the 5¢ Local Option Fuel Tax, or the proceeds of any revenue bonds secured thereby, shall only be utilized as authorized by § 336.025(1)(b), Florida Statutes.

3. **NEW INTERLOCAL AGREEMENT.** This Interlocal Agreement, and any distribution hereunder, has no effect on any distribution under the terms of the interlocal agreement dated December 21, 2005 (as it has been amended from time to time) relating to the local option fuel tax authorized by § 336.025(1)(a), Florida Statutes.

4. **ABILITY TO PLEDGE.** The parties' respective portions of the 5¢ Local Option Fuel Tax may be pledged by the County or the Municipalities to secure revenue bonds or other obligations for the purposes set forth in Section 336.025, Florida Statutes, and as set forth in this

Agreement. The County and the Municipalities may also develop, implement and administer any other program or financial arrangement in accordance with applicable law and this Interlocal Agreement which provides for payment with their respective share of the 5¢ Local Option Fuel Tax.

5. NEW MUNICIPALITIES. Any municipality which may become newly incorporated in the County after the effective date hereof and which is eligible for participation in the distribution of the proceeds of the 5¢ Local Option Fuel Tax under Parts II and VI of Chapter 218 may become a party hereto, but only in accordance with § 336.025(4)(b), Florida Statutes.

6. AMENDMENT. This Agreement may be amended in writing upon the express formal consent of the governing bodies of all the parties.

7. EFFECTIVE DATE. This Interlocal will be effective for the purposes stated herein on January 1, 2022 and will expire on December 31, 2032.

8. TERMINATION IF NO LEVY. This Interlocal will automatically terminate in the event that the County does not adopt an ordinance levying 5¢ Local Option Fuel Tax (in whole or in part) on or before September 30, 2021.

9. PERIODIC REVIEW. The County and Municipalities shall review the distribution formula for the 5¢ Local Option Fuel Tax at least every ten (10) years during the term hereof, including any extensions of this Interlocal Agreement.

10. FILING INTERLOCAL AGREEMENT. Upon the execution hereof by the duly authorized representatives of the parties, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court for recording in the public records of Pinellas County, Florida, as required by § 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

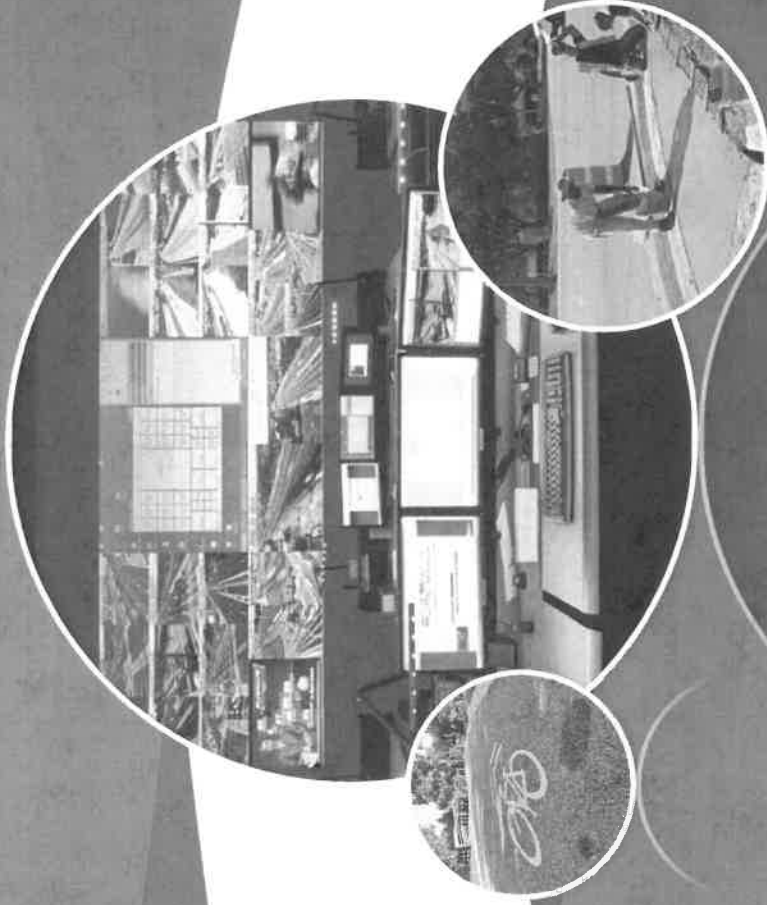
TOWN OF REDINGTON BEACH

By: _____
City Clerk

By: _____
Mayor

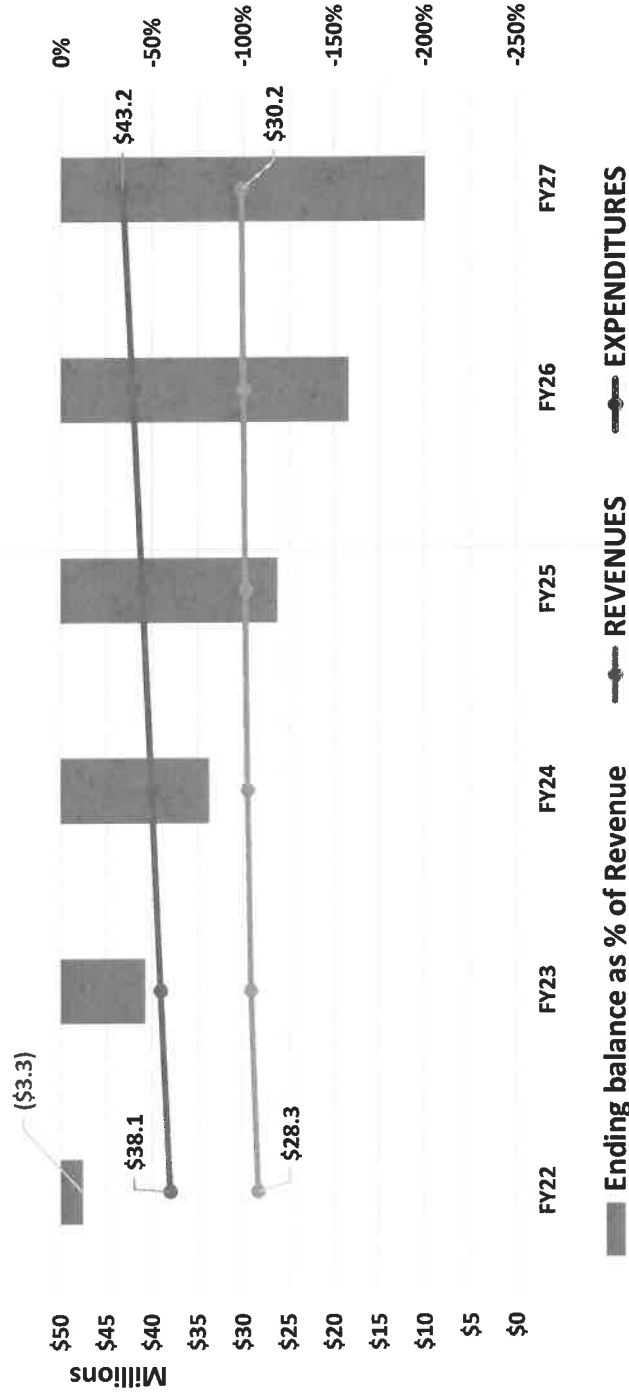
EXHIBIT A

Pinellas County Local Government	5¢ LOFT Allocation
Pinellas County	60.00%
Belleair	0.23%
Belleair Beach	0.09%
Belleair Bluffs	0.12%
Belleair Shore	0.01%
Clearwater	6.69%
Dunedin	2.14%
Gulfport	0.71%
Indian Rocks Beach	0.24%
Indian Shores	0.08%
Kenneth City	0.29%
Largo	4.79%
Madeira Beach	0.25%
North Redington Beach	0.09%
Oldsmar	0.85%
Pinellas Park	3.07%
Redington Beach	0.09%
Redington Shores	0.12%
Safety Harbor	1.00%
St. Pete Beach	0.54%
St. Petersburg	15.33%
Seminole	1.12%
South Pasadena	0.29%
Tarpon Springs	1.47%
Treasure Island	0.39%
GRAND TOTAL	100.00%



Transportation Trust Fund: Additional 5-Cent Local Option Fuel Tax

Current Transportation Trust Fund Forecast



*Assumes the extension of the Ninth Cent Fuel Tax (set to expire in December 2026).

Examples of Current Service Levels



- **Sidewalk Repairs and Maintenance**
 - **LOS D with significant repair backlog**
 - **Replacement rate:**
 - Demand: 8 miles per year
 - Current: 3.5 miles per year
 - **Annual backlog growth 10%**
- **Right-of-Way Mowing**
 - **LOS C with 11 in-house and 14 contractual cycles per year**
 - Hillsborough County – 27 contractual
 - Pasco County – 26 contractual



Why Additional Funding Needed



- **Estimated \$10M annual funding gap for County**
 - **Fund balance exhausted during FY22**
- **Expenditure inflation outpacing revenue growth**
 - **Gas tax not indexed to prices**
 - **Increased fuel efficiency and conversion to electric vehicles**
- **Service levels not meeting expectations**
- **Reduced gas tax revenue due to COVID-19**
- **Cities experiencing funding gaps**

Options to Address Funding Gap



Scenario 1: Decrease Expenditures to Match Revenues

- Requires ongoing large-scale impacts to level of service (Maintenance and Operations)

Scenario 2: General Fund Subsidy

Scenario 3: Expand Local Option Fuel Tax by 5 cents

- Requires ongoing reductions and impacts to level of service (Maintenance and Operations)
- Revenue for capital related initiatives (Sidewalks/ATMS)

Additional Factors



- **Peer Gas Taxes**
 - 36 counties including Pasco, Manatee, and Sarasota impose 12 cents
 - Hillsborough imposes 7 cents (same as Pinellas currently)
- **User Fee vs Property Tax**
 - Gas taxes are imposed on users including non-residents
 - Over 1/3 Penny funds paid for by non-residents
 - Property taxes (General Fund subsidy) are imposed on property owners only

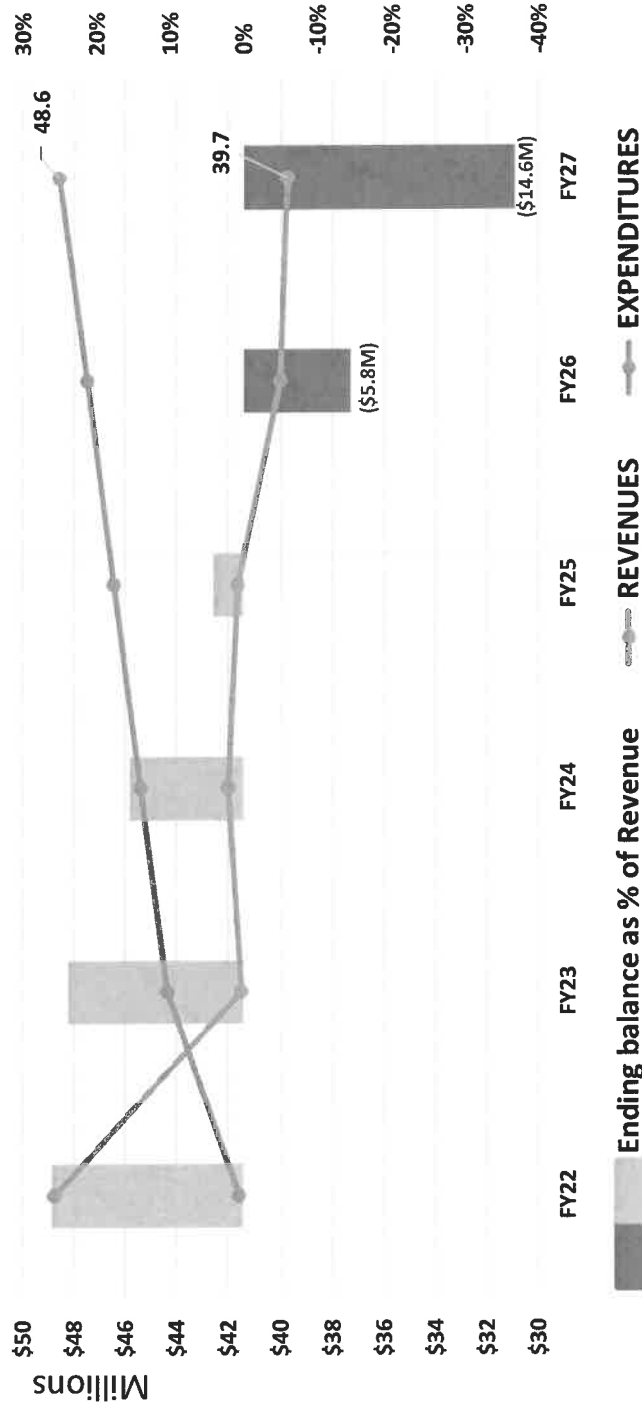
Recommendation



- **FY22 LOFT Expansion of 5 Cents**
 - 60%/40% split with municipalities
 - Additional Projected Revenue \$54M between FY22 – FY27
- **Non-Recurring Funding**
 - General Fund Subsidy to Address Sidewalk Backlog
 - Lost Revenue Restoration using American Rescue Plan Act funds
 - Repayment of Transfer to Capital Projects Fund in FY19
- **Renew Ninth Cent in FY 27 (Set to Expire Dec. 2026)**



Revised Transportation Trust Fund Forecast



*Assumes the extension of the Ninth Cent Fuel Tax (set to expire in December 2026)

Next Steps



- Send Interlocal to Cities
- Budget Workshop with Public Works on May 19
- BCC Considers Interlocal on May 25
- BCC Considers Ordinance to Levy Additional LOFT in June/July
- Notify Florida Department of Revenue by October 1
- 5 Cent Levy Imposition Commences January 1, 2022



MAY 10 2021

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

NAME: Leslie Wilkins
ADDRESS: 505 161st Ave Redington Beach, FL 33708
HOME PHONE: 727-397-3848 **CELL PHONE:** _____
How long has Applicant been a Redington Beach resident? 7 yrs

SEEKING APPOINTMENT TO: (Check one)

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

EDUCATIONAL BACKGROUND:

College: Penn State Univ **Location:** State College, PA
Major: Chem Engr **Degree:** BS Chem Engr

EMPLOYMENT INFORMATION:

☐ **Currently Employed** ☒ **Retired**

Most recent employment:

Employer: Procter & Gamble **Phone:** _____
Address: CETL, Union Centre Blvd **City, State, Zip Code:** West Chester, OH
Position: Engineering Mgmt **How long:** 30 yrs

Why do you want to serve on the Town Commission? I would like to join the Planning Board
to help our town address current issues and prepare for the future.

Applicant Signature *Leslie Wilkins* **Date** 5/10/2021

For Office Use Only:

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

MAY 12 2021

REV 2021-05-07



TOWN OF REDINGTON BEACH, FLORIDA

APPLICATION FOR APPOINTMENT TO TOWN BOARD OR TOWN COMMITTEE

NAME: Clyde Hayward Chapman
ADDRESS: 15910 Gulf Blvd Redington Beach, FL 33708
HOME PHONE: 813-334-4146 CELL PHONE: 813-334-4146
How long has Applicant been a Redington Beach resident? 2010

SEEKING APPOINTMENT TO: (Check one)

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

EDUCATIONAL BACKGROUND:

College: Drop out Location: _____
Major: _____ Degree: _____

EMPLOYMENT INFORMATION:

_____ Currently Employed ☒ Retired

Most recent employment:

Employer: Chapman Realty Corp Phone: 813-334-4146
Address: 4309 Bayshore Blvd City, State, Zip Code: Tampa 33611
Position: President How long: Since 1964

Why do you want to serve on the Planning Board? Give Back To Our Town
Experienced and Knowledge. Developer & Builder

Applicant Signature C.H. Chapman Date 5-12-21

For Office Use Only:

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

MAY 12 2021



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

NAME: Robert Fronstin
 ADDRESS: 15542 Redington Dr. Redington Beach, FL 33708
 HOME PHONE: 954-701-3589 CELL PHONE: Same
 How long has Applicant been a Redington Beach resident? 9 years

SEEKING APPOINTMENT TO: (Check one)

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

EDUCATIONAL BACKGROUND:

College: U. of Miami Location: Coral Gables, FL
 Major: Psychology Degree: BA

EMPLOYMENT INFORMATION:

☐ Currently Employed ☒ Retired

Most recent employment:

Employer: Self General Contractor Phone: 954-701-3589
 Address: 1173 NW 90 La City, State, Zip Code: Coral Springs, FL 33071
 Position: Owner How long: 35 years

Why do you want to serve on the Planning Board? I believe that I
can help the town make the right decisions for improvement

Applicant Signature Robert Fronstin Date 5/12/2021

For Office Use Only:

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