Welcome to the City of Treasure Island Commission Workshop. If you wish to speak on a topic which is on today’s agenda, a speaker’s form [available in the rear of the room] must be completed and given to the City Clerk. Please do not address the Commission from your seat, but rather from the podium where your comments can be heard by all and recorded as required by Florida law. Unscheduled topics may be presented under the Public Comments section of the agenda.

I. CITY MANAGER AND CITY ATTORNEY REPORT

II. DISCUSSION

1. Discuss Approval of a Work Authorization for Cardno Inc. to Provide Assessments of the Property Located at 10451 Gulf Blvd.

2. Discuss Roof Replacements for Public Safety & Community Center Roofs

3. Discuss Lateral Pipe Lining & Inspection / Piggy Back Contract for Trenchless Sanitary and Storm Sewer Rehabilitation

4. Discuss Advanced Life Support (ALS) First Responder Agreement

5. Discuss entering into a Non Exclusive License Agreement with Southwest Little League for the use of Bill Lyons Field

III. OLD BUSINESS

IV. CITY COMMISSION REPORTS

V. PUBLIC COMMENT

VI. ADJOURN

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.
DATE: August 13, 2019

TO: Garry Brumback, City Manager

FROM: Stacy Boyles, Asst Director of Public Works

SUBJECT: Approval of a Work Authorization for Cardno, Inc. to Provide Assessments of the Property Located at 10451 Gulf Blvd. and the Contiguous Vacant Lot Located on 105th Avenue

BACKGROUND
On August 6, 2019, the City Commission approved the Purchase and Sale Agreement for the property located at 10451 Gulf Blvd and the Contiguous Vacant Lot located on 105th Avenue. As part of the agreement, the City has 90 days to perform its due diligence to obtain the information necessary to ensure that the investment is worthwhile.

POLICY / PURPOSE
The purpose of this item is to request that the City Commission approve a work authorization with Cardno, Inc. for assessments needed prior to November 4, 2019, as stipulated by the Purchase and Sale Agreement.

STRATEGIC PLAN RELEVANCE
Goal 2 of the City’s Strategic Plan is to “Create and maintain functional and cost-effective City facilities and grounds to serve the needs of the community.”

ANALYSIS / DISCUSSION
There are two elements of the proposed work authorization with Cardno, Inc: a Phase II Environmental Site Assessment (ESA) and a Property Condition Assessment (PCA).

Environmental Site Assessments:
Phase I ESAs are commonly performed prior to the closure of a commercial real estate sale to satisfy the requirements of the Comprehensive Environmental Response, Compensation and Liability Act’s innocent land owner defense under All Appropriate Inquiries. The purpose of the assessment is to research the current and historical uses of a property, including any previous assessments performed, to determine the likelihood of potentials threat to the environment and/or human health. It is believed that the contiguous property to the north of the building was
a former gas station with one or more underground storage tanks, the status of which will be confirmed during this assessment. Phase I ESAs conclude with a recommendation of whether or not a Phase II ESA should be performed.

The Phase II assessment typically involves the collection of soil, groundwater, and/or soil vapor samples to fully understand the extent and the costs associated with any necessary remediation activities. It is not yet known whether a Phase II ESA will be needed; however, Commission authorization is being requested at this time so that the process is not held up if it is determined that one is needed. The Phase I ESA is currently underway and will be completed by September 13, 2019. The Phase II ESA will be completed within 45 days thereafter, if necessary.

Property Condition Assessment:
A baseline Property Condition Assessment will be performed as part of the due diligence associated with the property purchase for the following areas: site and grounds, structural systems, building envelope, roofing, interior building components, mechanical systems, safety and code compliance, ADA aspects, seismic zone identification, and a limited microbial survey. The resulting report will summarize all findings along with repair/replacement/maintenance recommendations and associated opinion of costs, photographs, and supporting documentation.

FUNDING

Due to the timely nature of these assessments and the working relationship the City has with Cardno, the work authorization for the Phase I ESA and a preliminary asbestos survey has been approved under the City Manager’s spending authority in the total amount of $6,600.

The proposed work authorization for the Phase II ESA and the PCA will not to exceed $24,810. The actual amount will depend on whether a Phase II ESA is needed and to what extent.

Costs for the assessments performed by Cardno, Inc. will be charged to the Non-Departmental program budget where it will be covered with contingency monies and savings in the program. These costs can be applied to the anticipated loan for the purchase and remodel of the building, whereby these amounts can be reimbursed through the loan proceeds.

RECOMMENDATION

Staff recommends that the City Commission approve the work authorization with Cardno, Inc. and spending authority of up to a total of $31,410 to include a Phase II Environmental Site Assessment and a Property Condition Assessment.

MOTION

I move to approve and authorize the work authorization with Cardno, Inc. of up to $31,410 to include a Phase II Environmental Site Assessment and a Property Condition Assessment for the property located at 10451 Gulf Blvd. and the contiguous vacant lot located on 105th Avenue.

ATTACHMENTS
Approved Scope of Work for a Phase I Environmental Site Assessment and a Preliminary Asbestos Survey

Scope of Work for a Phase II Environmental Site Assessment

Scope of Work for a Property Condition Assessment
August 8, 2019

Ms. Stacy Boyles, PE
Assistant Public Works Director
City of Treasure Island
120 108th Avenue
Treasure Island, Florida 33706

RE: Proposal for Phase I ESA Site Assessment (ESA)
10451 Gulf Blvd. Treasure Island, Florida

Dear Stacy:

Cardno is pleased to submit the following technical and cost proposal for completing a Phase I ESA for the above referenced study area; with the option to also provide renovation/limited asbestos screening. The following outlines our proposed scope of services.

**Phase I Environmental Site Assessment:** Cardno will complete a Phase I ESA in general accordance with the EPA standard for All Appropriate Inquiries established in the Small Business Liability Relief and Brownfields Revitalization Act (the Brownfields Amendments to the Comprehensive Environmental Response, Compensation, and Liability Act) and ASTM E1527-13 Standard Practice for Environmental Site Assessments as follows:

- Inspect the subject property and surrounding areas (to a reasonable extent).
- Investigate current and past ownership (to the extent reasonably practical), regarding previous uses of the property and historical information pertinent to the subject property and surrounding areas.
- Investigate historical listings and aerial photographs to identify any past or present properties in the vicinity of the subject property for hazardous materials/hazardous waste usage or storage. City Directories will be reviewed (if available) and historical aerials will be researched as far in the past as reasonably possible.
- Review Soil Conservation Service surveys and other pertinent data, to provide a preliminary hydrogeological characterization of the site.
- Review current State and Federal listings of potential and confirmed contaminated sites to determine if environmental monitoring or enforcement activities are or have occurred on or near the subject property.
- Review regulatory files for the subject property to identify previous assessment, remedial, or enforcement activities for this site.
- Review data developed from field, agency and records reconnaissance for technical accuracy and corroboration. Assemble report containing conclusions and recommendations for the property.

**Asbestos Survey:** Asbestos is well recognized as a health hazard and is highly regulated. The United States Environmental Protection Agency (EPA) and the United States Occupational Safety Health Administration (OSHA) asbestos regulations are intertwined in this area.
The EPA National Emissions Standard for Asbestos (NESHAP) Standard, 40 CFR 61, Subpart M, regulates the disposal, demolition and renovation of asbestos-containing material, (ACM), which have an asbestos concentration of greater than one percent, by area. In addition, this rule requires friable ACM be point counted, by polarized light microscopy (PLM), to quantify asbestos in materials estimated to contain less than ten percent asbestos.

Cardno, via an EPA-accredited asbestos inspector will perform the following tasks:

- Perform a walk-through of the structure(s) and document the type of construction including HVAC and other building systems.
- Perform the actual sample collection based on the observations made during the walk-through. Bulk samples will be obtained from building materials, which are suspected to contain asbestos based on the past experience of the EPA accredited inspector.
- Analyze the collected building material bulk samples for asbestos type and percentage of asbestos content using Polarized Light Microscopy. This method specifically identifies the crystalline forms of asbestos minerals such as chrysotile, amosite, crocidolite, anthophyllite, tremolite and actinolite.
- Evaluate areas which have been determined by analysis to contain asbestos materials.

COMPENSATION

Phase I ESA .......................................................... $2,800
Renovation/Limited Asbestos Survey .................................. $3,800

We appreciate your consideration of our firm for this work and look forward to working with you on this project. Upon your acceptance of this proposal, we will commence the preliminary work, pending adequate access to the property to complete this scope. If you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

Richard L. Hagberg, PG
Environmental Practice Group Leader for Cardno

Accepted by:

Title: Assistant Public Works Director
Date: 8/13/2019
August 14, 2019

Ms. Stacy Boyles, PE  
Assistant Public Works Director  
City of Treasure Island  
120 108th Avenue  
Treasure Island, Florida 33706

RE: Revised Phase II ESA Site Assessment Proposal  
10451 Gulf Boulevard Treasure Island, FL

Dear Stacy:

Cardno, Inc. (Cardno) has prepared this technical and cost proposal to conduct supplemental site assessment and consulting services for the above referenced site. The supplemental site assessment field activities will consist of delineation of onsite soil and groundwater impacts and an investigation to determine the extent of the impacted soil and groundwater.

An offsite access agreement may be required prior to mobilization for any sample locations located offsite.

PROPOSED SCOPE OF SERVICES*

Task I – Supplemental Soil Sampling
Cardno will oversee the installation of up to ten (10) soil borings with a direct push technology (DPT) drill rig. Soil samples will be collected for organic vapor analysis (OVA) at 2-ft intervals to approximately 8-ft below land surface (bls). Soil samples collected at the 6 to 8’ bls interval will be placed on hold pending the results of the shallower samples.

Task II – Monitoring Well Installations and Sampling of Existing Wells
Cardno will oversee the installation of up to three additional monitor wells. The monitor wells will be installed with 10 feet of 1-inch prepacked well screens to 12 feet bls. The well will be finished with flush-to-grade 2x2’ concrete well pads and 8-inch manhole covers. Following installation, top-of-casing measurements will be collected from the newly installed wells and tied into the existing well network for groundwater flow determination. Cardno will sample up to three (3) existing wells monitoring wells for petroleum related compounds to evaluate the extent and magnitude of the previously identified impacts.

Task III – Supplemental Phase II Environmental Site Assessment Report
Cardno will prepare a Supplemental Phase II Site Assessment Report documenting the results of the soil and groundwater laboratory data in graphic and tabular form. Laboratory data sheets, field notes and pertinent data will be provided. A recommendation for additional assessment or remedial actions, if necessary, will also be provided.

SCHEDULE OF COMPENSATION

Task I - Supplemental Soil Sampling
Cardno Labor..................................................................................................................$4,000

Subcontractors:

Driller..................................................................................................................................$2,050

Soil Laboratory Analysis (10 samples for petroleum COC’s @$285 each) ...............$2,850

Field supplies and equipment..............................................................................................$650
Task I Subtotal ................................................................................................................................................. $9,550

Task II – Supplemental Groundwater Sampling
Cardno Labor ................................................................................................................................................ $2,000
Subcontractors:
Driller ......................................................................................................................................................... $3,050
Soil and Groundwater Laboratory Analysis
(6 samples for petroleum COC’s @ $285 each) ......................................................................................... $1,710

Task II Subtotal ................................................................................................................................................. $6,760

Task III – Reporting
(Lump Sum)................................................................................................................................................ $2,500

Task IV – Supplemental Assessment Activities (Contingency/Owners Allowance) .................... $2,500*

Estimated Project Total .................................................................................................................................. $18,810 - $21,310

Cardno appreciates this opportunity to submit this information for review. If you have any questions or require additional information, please don’t hesitate to contact me at 727-431-1549 or via email at rick.hagberg@cardno.com. Cardno anticipates completion of the Phase II activities within 30-45 days from NTP.

Sincerely,

Rick Hagberg, PG
Sr. Principal Environmental Practice Group Leader

*A separate scope and fee will be prepared for any activities associated with this task and will be approved by the City prior to completion, if necessary.
August 13, 2019

Ms. Stacy Boyles, PE
Assistant Public Works Director
City of Treasure Island
120 108th Avenue
Treasure Island, Florida 33706

RE: Proposal for Property Condition Assessment (PCA)
10451 Gulf Boulevard Treasure Island, Fl.

Dear Stacy:

Cardno is pleased to provide the City of Treasure Island with this proposal in response to your request for the completion of a Property Condition Assessment (PCA) at the above-referenced property.

BACKGROUND

It is our understanding the property is currently a five (5) story office building and associated surface parking facility, which is currently occupied.

SCOPE OF SERVICES & FEE ESTIMATE


SCOPE OF SERVICES


An evaluation Term for this Property Condition Assessment (PCA) will cover the next 12-year period of time, unless otherwise requested by client at the time of engagement.

Our Services will include interviews with individuals knowledgeable about the property; reviews of available construction or maintenance documents; and visual analysis and evaluation of the site grounds, structural systems, building envelope (walls, windows and roofs), interior building components, mechanical systems, conveyance systems, roofing materials, and general safety/code compliance systems. The purpose of these services is to recommend repair and maintenance items we consider significant for the facility(ies) to continue in their current operation and/or to be restored to a good condition consistent with comparable facilities of similar age.

Our assessment of the building systems and areas surveyed will include the following:

• **Site and Grounds** – Landscaping, pavement, loading docks, walkways, site drainage, exterior lighting, fencing/railing, signage, and exterior amenities.

• **Structural Systems** – Foundations and structural framing of walls, columns, intermediate floors, and roof structures, to the extent readily visible.

• **Building Envelope** –exterior finishes, stairs and steps, exterior doors, and windows.
• **Roofing** - Note only “flat” roofs will be accessed; pitched (sloping) roofs will be examined from ground level of from nearby flat roofs, if any. Specialized roof analyses will not be provided as part of our PCA services. Visually examine (no destructive or non-destructive testing) and report on the general conditions of the roofing systems within the context of the PCA.

• **Interior Building Components** – Interior finishes of common areas. Furnishings, Fixtures and Equipment are specifically excluded from evaluation.

• **Mechanical Systems** – electrical, heating/ventilation/air conditioning, plumbing, and conveyance systems. Only dumbwaiters and systems intended for the conveyance of passengers (elevators, escalators, moving walkways and ramps) which may be present at the property are included in the scope of this assessment. All other conveyance systems, if any, are specifically excluded.

• **Safety and Code Compliance** – Fire alarm/suppression systems and limited inquiry of government agencies regarding current: flood zone, zoning, building code and fire safety compliance.

• **Limited Americans with Disabilities Act (ADA) Survey** – The Limited Tier 1 ADA Survey will be a preliminary screening to assess if the facility is in general conformance with the ADA. We will focus primarily on public area access issues, public restrooms, drinking water fountains, elevators (if applicable), and tenant space (those classified as a public accommodation) access issues. Dwelling units accessed as identified above will be similarly screened for general conformance with the Fair Housing Amendment Act (FHAA). The requirements of the FHAA apply to covered new residential construction built for first occupancy after March 13, 1991. A comprehensive accessibility assessment (including measurements) is specifically excluded.

• **Seismic Zone** - Determination of the geographic Uniform Building Code Seismic Zone (this task is NOT a Seismic Probable Loss Assessment). A seismic risk assessment is not included in the scope of work.

• **A Limited Microbial Visual Survey** – A limited visual survey for the presence of suspect microbial growth at the Property. Destructive sampling is not included in the scope of work for this survey. The assessment consists of gaining entry to accessible and representative interior spaces, visually evaluating typical accessible areas including the interiors of cabinets, closets, storage rooms. This scope of services will include visual observations of accessible areas only. It will not include invasive investigation, equipment disassembly, component sampling, laboratory analysis, or engineering evaluations of structural, mechanical, electrical, or other systems with related calculations and review of design assumptions.

We will develop repair/replacement or maintenance recommendations and associated opinions of cost. Each recommendation will be classified as either: a **Physical Need over the Term**, or **Short Term**, or an **Immediate Repair Need** (items requiring work in the coming year).

Immediate Repair Needs are defined as:
- Items considered significant building / fire code / zoning violations.
- Items considered life safety concerns.
- Deferred maintenance items that, in our opinion, are causing deterioration to the facility.
- Repairs that, in our opinion, should already have been made.

Major upgrades will not be part of the evaluation. We will identify obvious needed repairs to the building and site systems if repairs are expected to exceed **$3,000** in one year.

**PCA Report:**
A .pdf-formatted draft and final PCA report will be submitted that presents the results of the PCA assessment, based upon the scope of services and limitations described herein. Our PCA Report will summarize the information gathered during our site visit. A major part of the report will include our findings, conclusions and recommendations for each building system or site feature included in the scope of our assessment. The PCA Report will include an Executive Summary, repair/replacement or maintenance recommendations and associated opinion of cost tables, photographs and supporting documentation in accordance with our standard report format.
SCHEDULE OF COMPENSATION

Property Condition Assessment PCA (lump sum) ................................................................. $3,500

The report will be delivered electronically within 30 days of the official notice to proceed. If you have any questions, please do not hesitate to contact me via email at rick.hagbegr@cardno.com or at 727-639-5565

Best regards,

Rick Hagberg, P.G.
Sr. Principal Environmental Practice Group Leader
For Cardno

Name: _____________________
Title: _____________________
Date: _____________________
DATE: August 9, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Public Safety & Community Center Roofs

BACKGROUND

In October 2014, the Public Works Department had Building Assessment Specialist, Inc. performed Visual Roof Inspections of City Hall, Maintenance Garage, Maintenance Warehouse and the Gulf Front Park Restrooms. In addition, the Maintenance Garage, Public Safety Building and City Hall were inspected with an Infrared Camera in November 2014.

In May 2015 the only buildings that had roof replacements were the Maintenance Garage, Maintenance Warehouse and the Gulf Front Park Restrooms. City Hall and Public Safety Building were not included. At the time it was determined that they could wait to have the roofs replaced.

The Public Safety Building was repaired in April 2015 to extend the life span of the roof. In an effort to not have to replace the roof prior to total building replacement. The City Hall roof at that time was not in dire need of a total replacement and therefore not replaced.

At this time the Public Safety Building and the Community Center Roofs are in bad physical shape (leaking) and require total roof replacements.

POLICY / PURPOSE

To request authorize the City Manager for the Execution of Contract Award to Allied Roofing, Inc. in the total amount of $308,115 plus $60,000 in contingency for roof replacements on the Police/Fire Buildings and the Community Center.

STRATEGIC PLAN RELEVANCE

Goal 3 of the City’s Strategic Plan is to: Proactively maintain and improve infrastructure that meets the future needs of the City.
ANALYSIS / DISCUSSION

On June 28, 2019, Public Works advertised the Invitation to Bid No: 18-19-21 Public Safety Building and Community Center Roof Replacement.

The general description of work for the Community Center is that the entire low slope roof areas are to be replaced per GAF Specification #TMATI60 or equal. New tapered insulation, membrane, new flashings and any accessories will be installed.

The entire BUR gravel roof on the Public Safety Building is to be replaced. This includes five levels; The small first level on the East side with a wood deck, the small first level Sally Port on the West side with a metal deck, the second level main roof over the Police/Fire with gypsum and small area of concrete deck, the third level over the Fire Department with a gypsum roof and the hose tower. The existing roofing and related flashings are to be removed down to the bare roof decks.

The components for this project are as follows:

1. Roof replacements shall include removal of all roofing related material to the wood decks as specified herein.
2. Coating systems shall include preparations of the existing conditions as specified.
3. All damaged wood decking, fascia, trim or structural shall be replaced. Damaged defined as: water, organism, warped, dry rot or any degree that shall be deemed unstable or prone to fail.
4. Any existing and new wood decking shall be nailed/re-nailed per current building codes with nailing affidavit.
5. All new products shall be installed as specified in specifications.

On Thursday, August 1, 2019 four bids were received and opened but only five contractors provided bids on all three buildings; the sixth bid was deemed non-responsive.

1. Allied Roofing, Inc.  $308,115.00
2. Southern Roofing Company, Inc.  $328,029.00
3. Precision Roofing Solutions, Inc.  $353,171.86
4. Colonial Roofing, Inc.  $403,974.36

FUNDING

Funding for the roof replacements is available within the Penny for Pinellas Fund. There is $125,000 budgeted for the purposes for facility issues if needed. In addition, the playground and ground cover replacement in Rosselli Park that is budgeted ($180,000) for this is scheduled for next year and the proposed FY 2020 budget includes funding as such. Lastly, there are several projects that we project savings to occur rounding out the needed $368,115 for the project total plus contingency.

This project will be charged to: 123-5300-62000 City Facilities in the Penny for Pinellas
RECOMMENDATIONS

It is recommended that the City Commission to authorize the City Manager for the Execution of Contract Award to Allied Roofing, Inc. in the total amount of $308,115 plus $60,000 in contingency as the lowest responsive and responsible bidder for roof replacements on the Police/Fire Buildings and the Community Center.

ATTACHMENTS

Exhibit 1 - Allied Roofing - Contract & Bid Schedule

MOTION

I move to approve and authorize the City Manager for the Execution of Contract Award to Allied Roofing, Inc. in the total amount of $308,115.00 plus $60,000.00 in contingency for the roof replacements on the Police/Fire Buildings and the Community Center.
CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND Allied Roofing, Inc.

PERTAINING TO

PUBLIC SAFETY BUILDING AND COMMUNITY CENTER ROOF REPLACEMENT

ITB 18-19-21

This CONTRACT is made and entered into on the ___ day of __________, 2019 ("Effective Date"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("CITY"), and Allied Roofing, Inc., FEIN 59-2690416 ("CONTRACTOR"), collectively (the "PARTIES") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for PUBLIC SAFETY BUILDING AND COMMUNITY CENTER ROOF REPLACEMENTS ITB 18-19-21 as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for PUBLIC SAFETY BUILDING AND COMMUNITY CENTER ROOF REPLACEMENTS ITB 18-19-21 in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:
SECTION 1.  SCOPE OF WORK.
The Scope of Work/Services is specially identified in ITB 18-19-21.

SECTION 2.  TERM.
The term of the contract will extend from the effective date until the final payment of the invoice by the City.

SECTION 3.  OBLIGATIONS OF THE CONTRACTOR.
Obligations of the CONTRACTOR include, but are not limited to, the following:

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

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

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

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

SECTION 4.  STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the
ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY’S stated Scope of Work and industry standards.

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

SECTION 5. COMPENSATION.

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

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

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

SECTION 6. TERMINATION AND FORCE MAJEURE

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

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

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 8. CITY OBLIGATIONS.

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

SECTION 9. APPLICABLE LICENSING.

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

SECTION 10. COMPLIANCE WITH ALL LAWS.

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

SECTION 11. SCHEDULE.
The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.
This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.
If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.
The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR,
to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).
In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.
The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. INSURANCE.
The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions of ITB 18-19-21, (Insurance Requirements) to protect the CITY from any or all

City of Treasure Island
ITB 18-19-21
PUBLIC SAFETY BUILDING AND COMMUNITY CENTER ROOF REPLACEMENT

38
claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all policies.

SECTION 18. INDEMNIFICATION.
The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney’s fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys’ fees and experts’ fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.
The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
SECTION 20. PUBLIC RECORDS.

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

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

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

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

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

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR’S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

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

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.
SECTION 22. NOTICE.

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

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

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

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

Company: Allied Roofing, Inc.  
Attention: John Santoro, President  
Address: P.O. Box 15238, Tampa, FL 33684  
Phone: (813) 875-2727  
Fax: (813) 875-1335  
Email: john@alliedroofingtampa.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.
SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.
The following documents are hereby incorporated and made part of this Contract:

1. Invitation to Bid Documents for ITB No. 18-19-21 including addenda
2. Bid documents submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. MISCELLANEOUS.
i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.

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

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

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

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

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

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY’S internal purposes only, and any and all terms, provisions, and conditions contained in this
CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

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

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

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

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

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

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

[THIS REST OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR
   Allied Roofing, Inc.
   (name of corporation or business)

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

Signature

John M. Santoro
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

Mayor:

Signature

City of Treasure Island
ITB 18-19-21
PUBLIC SAFETY BUILDING AND COMMUNITY CENTER ROOF REPLACEMENT
## Bid Schedule

**Public Safety Building and Community Center Roof Replacement**  
**ITB 18-19-21**

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>Descriptions:</th>
<th>Unit Type</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total lump sum cost, as specified: Public Safety Building</td>
<td>EA</td>
<td>$197,930.00</td>
</tr>
<tr>
<td>2</td>
<td>Total lump sum cost, as specified: Community Center</td>
<td>EA</td>
<td>$110,185.00</td>
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<tr>
<td></td>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td><strong>$308,115.00</strong></td>
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**Additional Items, as necessary:**

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>Descriptions:</th>
<th>Unit Type</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>2 x 4 wood lumber replacement</td>
<td>LF</td>
<td>$3.50</td>
</tr>
<tr>
<td>4</td>
<td>2 x 6 wood lumber replacement</td>
<td>LF</td>
<td>$4.10</td>
</tr>
<tr>
<td>5</td>
<td>2 x 8 wood lumber replacement</td>
<td>LF</td>
<td>$4.85</td>
</tr>
<tr>
<td>6</td>
<td>2 x 10 wood lumber replacement</td>
<td>LF</td>
<td>$5.45</td>
</tr>
<tr>
<td>7</td>
<td>1/2&quot; 4-ply deck sheathing</td>
<td>SF</td>
<td>$3.20</td>
</tr>
<tr>
<td>8</td>
<td>5/8&quot; deck sheathing</td>
<td>SF</td>
<td>$4.10</td>
</tr>
<tr>
<td>9</td>
<td>Gypsum deck replacement</td>
<td>SF</td>
<td>$15.50</td>
</tr>
</tbody>
</table>

Estimated number of calendar days from start to completion:  

**150**

**Notes:**  
EA: each  
LF: linear foot  
SF: square foot
DATE: August 9, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Lateral Pipe Lining & Inspection Piggy Back

BACKGROUND

On July 23, 2019 Public Works presented to the City Commission a Ratification of Expenses for the Collapsed Lateral under Gulf Boulevard located at 11270 Gulf Boulevard in the amount of $84,143.00. Because the condition of the ductile iron pipe lateral that was collapsed, Public Works began videoing the laterals from each of the customers connected to the main sewer line to assess the condition. In addition, we will be videoing the main line under Gulf Boulevard, which was lined in 1999 to assess the condition.

The majority of the laterals on Gulf Boulevard were videoed approximately 6 to 8 years ago. Public Works has been conducting lateral video assessments of these troubled areas and will continue over the next 3 to 4 weeks to investigate the City side of our laterals and determine if they are in adequate condition. If any lateral is not in adequate condition, it will need to be lined.

The City’s responsibility for the condition of the laterals is from the edge of easement to the City’s main line. The customer’s responsibility is from the edge of the easement to the building.

POLICY / PURPOSE

To request authorization from the City Commission to authorize the City Manager to spend up to $100,000.00 for Fiscal Year 2019 and $315,000 for Fiscal Year 2020 on miscellaneous Purchase Orders.
STRATEGIC PLAN RELEVANCE

Goal 3 of the City's Strategic Plan is to: *Proactively maintain and improve infrastructure that meets the future needs of the City.*

ANALYSIS / DISCUSSION

After preliminary review of the videos from the laterals to the main, Public Works has found several inadequate laterals that will require Trenchless Sanitary and Storm Sewer Rehabilitation Services that are located under Gulf Boulevard.

Our current contractor JTV, Inc that provides Sanitary Sewer Systems, Stormwater Systems, Line and Manhole Rehabilitation Services does not have the capability to line pipes that are less than 8” in diameter. Most laterals are less than 8”. The lateral from the Venetian was an 8” lateral, however, because it collapsed, the only technique available was to open cut and replace.

Since most of the laterals under Gulf Boulevard are 8” and less diameter, Public Works needed an additional Contractor capable of performing lining on laterals. We contacted BDL Services, LLC to see if they had any contracts available to “Piggy Back”. We were sent the executed City of Largo, Trenchless Sanitary and Storm Sewer Rehabilitation contract. This contract and unit pricing were reviewed and determined to be in the best interest of the City to award a “Piggy Back” contract (See Exhibit 1 and 2).

Due to the City’s purchasing requirements for the Commission to approve expenditures over $10,000, the Public Works Department is requesting authorization for the City Manager to authorize Purchase Orders totaling up to $100,000.00 for Fiscal Year 2019 and $315,000 for Fiscal Year 2020. This authorization will allow Public Works, to purchase Trenchless Sanitary and Storm Sewer Rehabilitation Services.

FUNDING

Funding for these purchase orders will be from Wastewater Fund #420-5350-63458.

RECOMMENDATIONS

It is recommended that the City Commission authorize the City Manager to approve Purchase Orders up to $100,000.00 for Fiscal Year 2019 and $315,000 for Fiscal Year 2020 for Trenchless Sanitary and Storm Sewer Rehabilitation Services with BDL Services, LLC.

ATTACHMENTS

*Exhibit 1 - Piggyback Contract*
*Exhibit 2 - BLD Services Unit Pricing*
MOTION

I move to approve and authorize the City Manager to execute Purchase Orders totaling up to $100,000.00 for Fiscal Year 2019 and $315,000 for Fiscal Year 2020 to BDL Services, LLC.
CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND BLD Services, LLC

PERTAINING TO
LATERAL PIPE LINING

CONTRACT NUMBER 18-19-23

This Contract is made and entered into on the _____ day of ____________, 20_______ (“Effective Date”), by and between the City of Treasure Island, a public body politic and corporate and organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 (“CITY”), and _________________ BLD Services, LLC ________________, whose address is _______________ 2424 Tyler Street Kenner, LA 70062 __________ (“CONTRACTOR”), collectively (the “Parties”) who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal for ________________ TRENCHLESS SANITARY AND STORM SEWER REHB. ________________ to ________________ City of Largo, FL ________________ in response to ________________ 19-B-645 ________________ and subsequently entered into a contract dated ________________ 16 October 2018 ________________ with ________________ City of Largo, FL ________________, as set forth in Exhibit A, the attached Contract Documents;

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

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for ________________ LATERAL PIPE LINING ________________ in the City of Treasure Island and the City Commission desires to procure those services under the ________________ City of Largo, FL ________________ Contract; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants are set forth, which the parties hereto agree as follows:
1. **RECITALS.** The Recitals are true and correct and are incorporated herein.

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

3. **CONTRACT TERMS.**
   a. The Contract will consist of and include all of the agreement terms and conditions and component documents comprising the City of Largo, FL Contract. With exception of references to public entity manuals, procedures, policies or departments, when the “City of Largo, FL” is mentioned in the City of Largo, FL Contract, per this Contract “City of Largo, FL” should be replaced with “CITY.”
   b. CONTRACTOR agrees to furnish all labor, equipment, machine and the skill necessary for the entire work effort as set forth in the City of Largo, FL Contract to the satisfaction of the CITY or its duly authorized representative.
   c. The CITY agrees to pay the CONTRACTOR for services rendered in accordance with the primary structure set forth in the City of Largo, FL Contract and more particularly described in Exhibit B.
   d. Pursuant to Section 8 of SPECIAL CONDITIONS for Bid #19-B-645 of the City of Largo, FL Contract, invoices for City Work will be submitted to:

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

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

4. The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONTRACTOR agrees, to the extent required by law,
to keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

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

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

c. meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.**

16. Miscellaneous

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

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

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

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

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

f. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Contract will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any Party to the Contract, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.

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

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

i. This Contract must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written and remain in effect as provided in the City of Largo, FL Contract.
IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this Contract.

AS TO CONSULTANT:

BLD Services, LLC

Company Name

Signature

Vice President

Title

Jacob Trapani

Printed Name

ATTEST:

CITY OF TREASURE ISLAND, FLORIDA:

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney
### Certificate of Liability Insurance

**Certificate Number:** 1728652199  
**Revision Number:**  

**Insurers Affording Coverage:**
- **INSURER A:** Amerisure Insurance Company  
  972-770-7138  
- **INSURER B:** XL Specialty Insurance Company  
  972-404-5580  
- **INSURER C:** Amerisure Partners Insurance Company  
  910-500-0000  

**Contact:** Laurie Carter  
**E-mail:** Laurie_Carter@mhbt.com  
**Address:** Laurie_Carter@mhbt.com  

**Insured:** BLD Services, LLC  
**Address:** 2424 Tyler St.  
**City:** Kenner  
**State:** LA  
**Zip:** 70062

**Producer:** Marsh & McLennan Agency LLC  
**Address:** 8144 Walnut Hill Lane, 16th Floor  
**City:** Dallas  
**State:** TX  
**Zip:** 75231

**Producer Contact:** Laurie Carter  
**Phone:** 972-770-7138  
**Fax:** 972-404-5580  
**E-mail:** Laurie_Carter@mhbt.com  
**Address:** Laurie_Carter@mhbt.com

**City of Treasure Island**  
**Attn:** Michael Munger - Purchasing Coordinator  
**Address:** 120 108th Avenue  
**City:** Treasure Island  
**State:** FL  
**Zip:** 33706

**Producer Contact:** Laurie Carter  
**Phone:** 972-770-7138  
**Fax:** 972-404-5580  
**E-mail:** Laurie_Carter@mhbt.com  
**Address:** Laurie_Carter@mhbt.com

**Important:** If the certificate holder is an additional insured, the policy/ies must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Certificate Holder:** City of Treasure Island  
**Attn:** Michael Munger - Purchasing Coordinator  
**Address:** 120 108th Avenue  
**City:** Treasure Island  
**State:** FL  
**Zip:** 33706

**Cancellation:**  
**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative:** [Signature]

---

**Coverages:**

<table>
<thead>
<tr>
<th>Insr. Lta.</th>
<th>Type of Insurance</th>
<th>Addl. Insured</th>
<th>Evo. Wbr.</th>
<th>Policy Number</th>
<th>Policy Eff. Date</th>
<th>Policy Exp. Date</th>
<th>Limits</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td>CPP2107069</td>
<td>12/16/2018</td>
<td>12/16/2019</td>
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</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ea occurrence): $1,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person): $10,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
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<td>GENERAL AGGREGATE: $2,000,000</td>
</tr>
<tr>
<td>B</td>
<td>Umbrella Liability</td>
<td></td>
<td></td>
<td>US00081760L118A</td>
<td>12/16/2018</td>
<td>12/16/2019</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE: $10,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE: $10,000,000</td>
</tr>
<tr>
<td>B</td>
<td>Workers Compensation and Employers Liability</td>
<td></td>
<td></td>
<td>WC2107085</td>
<td>12/16/2018</td>
<td>12/16/2019</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA PERSON: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations:**

- Builders Risk Named Storm Ded: 5% Subject to $10,000 Minimum

**Additional Insurer:**
- **INSURER D:** XL Specialty Insurance Company  
  37885  
- **INSURER E:** Amerisure Partners Insurance Company  
  11050

**Address:**  
**City:** Kenner  
**State:** LA  
**Zip:** 70062

**Contact:** Laurie Carter  
**Phone:** 972-770-7138  
**Fax:** 972-404-5580  
**E-mail:** Laurie_Carter@mhbt.com  
**Address:** Laurie_Carter@mhbt.com

**Producer Contact:** Laurie Carter  
**Phone:** 972-770-7138  
**Fax:** 972-404-5580  
**E-mail:** Laurie_Carter@mhbt.com  
**Address:** Laurie_Carter@mhbt.com

---

**Attachment:** Exhibit 1 - Piggyback Contract - SIGNED with Insurance Cert. (2121 : Lateral Pipe Lining & Inspection Piggy Back)

---

**Description of Operations / Locations / Vehicles (ACORD 10):** Additional Remarks Schedule, may be attached if more space is required.

**Workers Compensation and Employers Liability:**
- Any Proprietor / Partner / Executive Officer / Member Excluded? (Mandatory in NH)
- If yes, describe under Description of Operations below

**Builders Risk:**
- Named Storm Ded: 5% Subject to $10,000 Minimum

**Waiver of Subrogation:**
- If Subrogation is Waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

---

**Waiver of Subrogation:**
- Waiver of subrogation form #WC7107085 edition 05/08 applies to the General Liability policy.

**General Liability:**

**Workers Compensation:**

**Certificate Holder:** City of Treasure Island  
**Attn:** Michael Munger - Purchasing Coordinator  
**Address:** 120 108th Avenue  
**City:** Treasure Island  
**State:** FL  
**Zip:** 33706

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ADDITIONAL REMARKS SCHEDULE

AGENCY
Marsh & McLennan Agency LLC

POLICY NUMBER

NAMED INSURED
BLD Services, LLC
2424 Tyler St.
Kenner LA 70062

CARRIER
NAIC CODE

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with “Primary and Non-Contributory” wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker’s Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Project: Treasure Island, FL - Lateral Lining Piggyback Contract
Bidder will complete the Work for the following prices:

**SCHEDULE OF BID PRICES**

<table>
<thead>
<tr>
<th>Bid Number</th>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Group 1</strong></td>
<td><strong>Cured-In-Place Pipe (CIPP) Main Line Lining</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>8 in. x 6 mm CIPP</td>
<td>35,000</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>Cost for each 1.5 mm increase in Thickness of 8 in. Liner</td>
<td>15,000</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3</td>
<td>10 in. x 6 mm CIPP</td>
<td>7,500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4</td>
<td>Cost for each 1.5 mm increase in Thickness of 10 in. Liner</td>
<td>5,000</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5</td>
<td>12 in. x 6 mm CIPP</td>
<td>2,500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>6</td>
<td>Cost for each 1.5 mm increase in Thickness of 12 in. Liner</td>
<td>1,500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>7</td>
<td>15 in. x 6 mm CIPP</td>
<td>1,000</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>8</td>
<td>Cost for each 1.5 mm increase in Thickness of 15 in. Liner</td>
<td>500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>9</td>
<td>18 in. x 6 mm CIPP</td>
<td>1,000</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>10</td>
<td>Cost for each 1.5 mm increase in Thickness of 18 in. Liner</td>
<td>500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>11</td>
<td>21 in. x 7.5 mm CIPP</td>
<td>250</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>12</td>
<td>Cost for each 1.5 mm increase in Thickness of 21 in. Liner</td>
<td>150</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>13</td>
<td>24 in. x 7.5 mm CIPP</td>
<td>500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>14</td>
<td>Cost for each 1.5 mm increase in Thickness of 24 in. Liner</td>
<td>250</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>15</td>
<td>30 in. x 9 mm CIPP</td>
<td>500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>16</td>
<td>Cost for each 1.5 mm increase in Thickness of 30 in. Liner</td>
<td>250</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>17</td>
<td>36 in. x 10.5 mm CIPP</td>
<td>500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>18</td>
<td>Cost for each 1.5 mm increase in Thickness of 36 in. Liner</td>
<td>250</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>19</td>
<td>42 in. x 10.5 mm CIPP</td>
<td>400</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>20</td>
<td>Cost for each 1.5 mm increase in Thickness of 42 in. Liner</td>
<td>200</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>21</td>
<td>48 in. x 12 mm CIPP</td>
<td>400</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>22</td>
<td>Cost for each 1.5 mm increase in Thickness of 48 in. Liner</td>
<td>200</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>23</td>
<td>54 in. x 12 mm CIPP</td>
<td>300</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>24</td>
<td>Cost for each 1.5 mm increase in Thickness of 54 in. Liner</td>
<td>200</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>25</td>
<td>60 in. x 12 mm CIPP</td>
<td>300</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>26</td>
<td>Cost for each 1.5 mm increase in Thickness of 60 in. Liner</td>
<td>200</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Bidder will complete the Work for the following prices:

**SCHEDULE OF BID PRICES**

<table>
<thead>
<tr>
<th>Bid Number</th>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>72 in. x 12 mm CIPP</td>
<td>300</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>28</td>
<td>Cost for each 1.5 mm Increase in Thickness of 72 in. Liner</td>
<td>200</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>29</td>
<td>84 in. x 12 mm CIPP</td>
<td>200</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>30</td>
<td>Cost for each 1.5 mm Increase in Thickness of 84 in. Liner</td>
<td>150</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
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</table>

**Group 1 Total Bid:**

<table>
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<tr>
<th>Item</th>
<th>Cost for each 1.5 mm Increase in Thickness of 72 in. Liner</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Group 2**

**Fold and Form Liner - PVC**

<table>
<thead>
<tr>
<th>Bid Number</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>8&quot; Fold and Form PVC Liner</td>
<td>8,000</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>32</td>
<td>10&quot; Fold and Form PVC Liner</td>
<td>2,500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>33</td>
<td>12&quot; Fold and Form PVC Liner</td>
<td>2,500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Group 2 Total Bid:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
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</tbody>
</table>

**Group 3**

**Cured-in-Place Pipe (CIPP) Service Lateral Lining**

<table>
<thead>
<tr>
<th>Bid Number</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>Initial Service Lateral CCTV Inspection (4&quot;-6&quot;), From Main, Up To 30 LF</td>
<td>500</td>
<td>EA</td>
<td>250.00</td>
<td>125,000.00</td>
</tr>
<tr>
<td>35</td>
<td>Initial Service Lateral CCTV Inspection (4&quot;-6&quot;), From Main, Per LF, Beyond Initial 30 Ft.</td>
<td>5,000</td>
<td>LF</td>
<td>0.25</td>
<td>1,250.00</td>
</tr>
<tr>
<td>36</td>
<td>Initial Service Lateral CCTV Inspection (4&quot;-6&quot;), From Clean Out, Up To 30 LF</td>
<td>200</td>
<td>EA</td>
<td>75.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>37</td>
<td>Initial Service Lateral CCTV Inspection (4&quot;-6&quot;), From Clean Out, Per LF, Beyond Initial 30 Ft.</td>
<td>2,500</td>
<td>LF</td>
<td>0.25</td>
<td>625.00</td>
</tr>
<tr>
<td>38</td>
<td>CIPP Lateral Liner, 4&quot; - 6&quot; Dia. Up To 30 LF, with Main/Lateral Connection System</td>
<td>3,750</td>
<td>LF</td>
<td>10.00</td>
<td>37,500.00</td>
</tr>
<tr>
<td>39</td>
<td>CIPP Lateral Liner, 4&quot; - 6&quot; Dia. Per LF Beyond Initial 30 Ft.</td>
<td>250</td>
<td>EA</td>
<td>2,985.00</td>
<td>746,250.00</td>
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<tr>
<td>40</td>
<td>Clean-Out Installation in Grass Area (Up to 5 ft. in depth)</td>
<td>3,750</td>
<td>LF</td>
<td>10.00</td>
<td>37,500.00</td>
</tr>
<tr>
<td>41</td>
<td>Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)</td>
<td>3,750</td>
<td>LF</td>
<td>10.00</td>
<td>37,500.00</td>
</tr>
<tr>
<td>42</td>
<td>Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)</td>
<td>3,750</td>
<td>LF</td>
<td>10.00</td>
<td>37,500.00</td>
</tr>
<tr>
<td>43</td>
<td>Clean-Out Installation (Beyond 5 ft. in depth)</td>
<td>150</td>
<td>VF</td>
<td>150.00</td>
<td>22,500.00</td>
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</tbody>
</table>

**Group 3 Total Bid:**

$1,163,125.00
Bidder will complete the Work for the following prices:

SCHEDULE OF BID PRICES

<table>
<thead>
<tr>
<th>Bid Number</th>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 4</td>
<td>Joint Sealing with Chemical Grout</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Test Joint - 8&quot; Dia.</td>
<td>3,000</td>
<td>EA</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>45</td>
<td>Test Joint - 10&quot; Dia.</td>
<td>1,000</td>
<td>EA</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>46</td>
<td>Test Joint - 12&quot; Dia.</td>
<td>1,000</td>
<td>EA</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>47</td>
<td>Grout Seal Failed Joints - 8&quot; Dia</td>
<td>2,000</td>
<td>EA</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>48</td>
<td>Grout Seal Failed Joints - 10&quot; Dia</td>
<td>750</td>
<td>EA</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>49</td>
<td>Grout Seal Failed Joints - 12&quot; Dia</td>
<td>750</td>
<td>EA</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>50</td>
<td>Seal Service Lateral Connections</td>
<td>250</td>
<td>EA</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td><strong>Group 4 Total Bid:</strong></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Group 5</td>
<td>Common Work Tasks</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Mobilization, &lt;= 1,200 LF or &lt;= 10 Lateral Liners per Task Order</td>
<td>10</td>
<td>EA</td>
<td>1,500.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>52</td>
<td>Mobilization, &gt; 1,200 LF or &gt; 10 Lateral Liners per Task Order</td>
<td>15</td>
<td>EA</td>
<td>500.00</td>
<td>7,500.00</td>
</tr>
<tr>
<td>53</td>
<td>Maintenance of Traffic, FDOT</td>
<td>10</td>
<td>DAY</td>
<td>800.00</td>
<td>8,000.00</td>
</tr>
<tr>
<td>54</td>
<td>Maintenance of Traffic, City/County Arterial/Collector</td>
<td>30</td>
<td>DAY</td>
<td>600.00</td>
<td>18,000.00</td>
</tr>
<tr>
<td>55</td>
<td>Maintenance of Traffic, City/County Minor/Residential</td>
<td>50</td>
<td>DAY</td>
<td>400.00</td>
<td>20,000.00</td>
</tr>
<tr>
<td>56</td>
<td>Work in Rear Easements and/or Away From Travelways</td>
<td>30</td>
<td>EA</td>
<td>1,000.00</td>
<td>30,000.00</td>
</tr>
<tr>
<td>57</td>
<td>Specialty Cleaning, 8&quot; Dia. (Groups 1, and 2)</td>
<td>500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>58</td>
<td>Specialty Cleaning, 10&quot;-18&quot; Dia. (Groups 1, and 2)</td>
<td>500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>59</td>
<td>Specialty Cleaning, 24&quot;-36&quot; Dia. (Group 1 Only)</td>
<td>300</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
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<td>Specialty Cleaning, 42&quot;-54&quot; Dia. (Group 1 Only)</td>
<td>300</td>
<td>LF</td>
<td>N/A</td>
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<td>61</td>
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<td>200</td>
<td>LF</td>
<td>N/A</td>
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<td>62</td>
<td>Hammer Tap Removal</td>
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<td>500.00</td>
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<tr>
<td>63</td>
<td>Lateral Reinstatement and Grouting (Groups 1, and 2)</td>
<td>500</td>
<td>EA</td>
<td>N/A</td>
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<tr>
<td>64</td>
<td>Warranty Cleaning and CCTV Inspection</td>
<td>15,000</td>
<td>LF</td>
<td>2.50</td>
<td>37,500.00</td>
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<tr>
<td></td>
<td><strong>Group 5 Total Bid:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$141,000.00</td>
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</table>

Attachment: Exhibit 2 - BLD Services Unit Pricing (2121 : Lateral Pipe Lining & Inspection Piggy Back)
CITY OF LARGO, FLORIDA
BID FORM
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645

The undersigned bidder does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the Specifications shown by the Invitation to Bid to be delivered to the specified site for the price indicated.

IT IS BIDDERS RESPONSIBILITY TO CHECK THE WEBSITE www.largo.com FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL

THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

BIDDER NAME: BLD SERVICES, LLC
ADDRESS: 2424 TYLER STREET, KENNER, LA 70062
PURCHASE ORDER ADDRESS: 2424 TYLER STREET, KENNER, LA 70062
PHONE NUMBER: 504-466-1344
FAX NUMBER: 504-461-5971
COMPANY CONTACT (REP): JACOB TRAPANI
EMAIL ADDRESS(REP): jacob@bldlc.net
SIGNATURE: [Signature]
TAX ID# SSN or EIN: 72-1512625
CITY OF LARGO, FLORIDA
REFERENCE INFORMATION
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645

Organization  CITY OF NAPLES, FL
Contact Person  ADAM RIVERA
Address  380 RIVERSIDE CIRCLE
City  NAPLES  State  FL  Zip 34102  Phone Number  (239) 213-4721
Project Cost  $300,000.00  Date Performed  03/31/18

Organization  CITY OF TAMARAC, FL
Contact Person  JERRY ROBINSON
Address  10101 STATE STREET
City  TAMARAC  State  FL  Zip 33321  Phone Number  (954) 597-3753
Project Cost  $7,743,035.00  Date Performed  2017/2018

Organization  CITY OF ST PETERSBURG, FL
Contact Person  MATTHEW WILSON
Address  ONE 4TH STREET NORTH, 5TH FLOOR
City  ST PETERSBURG  State  FL  Zip 33701  Phone Number  (727) 892-5658
Project Cost  $900,000.00  Date Performed  2017/2018

Organization  MANATEE COUNTY, FL
Contact Person  ED FERENCE
Address  1112 MANATEE COUNTY AVE W, SUITE 803
City  BRADENTON  State  FL  Zip 34205  Phone Number  (941) 749-0314
Project Cost  $461,500.00  Date Performed  07/25/17

Organization  ESCAMBIA COUNTY UTILITIES AUTHORITY
Contact Person  JUSTIN MIDGETTE
Address  POST OFFICE BOX 17089
City  PENSACOLA  State  FL  Zip 32522  Phone Number  (850) 969-5825
Project Cost  $5,386,555.00  Date Performed  2014/2015

Representative Typed Name/Title  JACOB TRAPANI / VICE PRESIDENT
Representative Signature  
Firm  BLD SERVICES, LLC

Packet Pg. 44
CITY OF LARGO, FLORIDA
STATEMENT OF NO BID
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO:
City of Largo, Office of Management and Budget, Post Office Box 296, Largo, FL 33779-0296.
OR FAX THIS PAGE ONLY to (727) 586-7420, OR EMAIL to jwheaton@largo.com

WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

________ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.

________ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

________ UNABLE TO MEET SPECIFICATIONS (PLEASE EXPLAIN BELOW).

________ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

________ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.

________ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

________ UNABLE TO MEET BOND REQUIREMENTS.

________ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

________________________________________

________________________________________

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF LARGO FOR FUTURE PROJECTS.

Typed Name and Title ____________________________

Signature ____________________________

Company name ____________________________

Address ____________________________

City ____________________________ State _____ Zip Code __________________

Telephone Number ( ) __________________ Fax ( ) __________________

Attachment: Exhibit 2 - BLD Services Unit Pricing (2121 : Lateral Pipe Lining & Inspection Piggy Back)
## INSURANCE REQUIREMENTS CHECKLIST
### FOR BID # 19-B-645

**Items marked "X" must be provided**

<table>
<thead>
<tr>
<th><strong>X</strong> General Liability</th>
<th><strong>Minimum Limits Required</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>X Commercial General Liability</td>
<td>$ 2,000,000 General Aggregate</td>
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<tr>
<td>X Occurrence Form</td>
<td>$ 1,000,000 Product/Complete Operations Agg.</td>
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<table>
<thead>
<tr>
<th><strong>X</strong> Automobile Liability</th>
<th><strong>Statutory</strong></th>
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<tbody>
<tr>
<td>Owned, Hired &amp; Non-Owned Occurrence</td>
<td>$ 1,000,000 Combined Single Limit per</td>
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<table>
<thead>
<tr>
<th><strong>X</strong> Worker’s Compensation and Employer’s Liability</th>
<th><strong>Professional Liability - Errors &amp; Omissions</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Statutory</td>
<td>$ 100,000 Each Accident</td>
</tr>
<tr>
<td>$ 500,000 Disease - Policy Limit</td>
<td></td>
</tr>
<tr>
<td>$ 100,000 Disease - Each employee</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional Liability - Errors &amp; Omissions</th>
<th>*Deductible: $</th>
<th>* Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claims Made (Y/N):</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Occurrence (Y/N):</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Defense included in Limits (Y/N):</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Builder’s Risk/Installation Floater</th>
<th>* Flood Included $</th>
<th>100% of Completed or Installed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>All-Risk Form</td>
<td></td>
</tr>
<tr>
<td>Transportation Included $</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Storage Included $</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

*City Must Be Named Insured. Copy of Policy Will Be Required.*

### Other

| $ | $ |
| $ | $ |

The Certificate of Insurance must show “The City of Largo, its elected officials and employees” as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Vendor/Subcontractor when applicable.

**Vendor/Subcontractor shall provide immediate notice of any Vendor/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP/Bid.**

Vendor/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s).

Certificates must identify bid number and bid title.

Subcontractors must carry same insurance limits.

Insurance Carrier should be A rated.

The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP/Bid and/or any Purchase Order issued in accordance with this RFP/Bid.

**Statement of Bidder:** We understand the requirements requested and agree to comply fully.

[Signature]

**Bidder - Authorized Signature**

A complete copy of this form with original signature must accompany bid.
BLD SERVICES, LLC

2424 TYLER STREET
KENNER, LA 70062

JACQUETRAPIANI VICE PRESIDENT

Date ▶ 09/14/18

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
ATTACHMENTS

WORK SUMMARY

GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK
01025 MEASUREMENT AND PAYMENT
01045 CUTTING AND PATCHING
01530 BARRIERS
01570 TRAFFIC CONTROL

DIVISION 2 - SITE WORK

02512 CONCRETE SIDEWALK RESTORATION
02574 PAVEMENT REMOVAL AND REPLACEMENT
02934 SODDING

TRENCHLESS REHABILITATION SPECIFICATIONS

• SANITARY SEWER LINE CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION
• CURED-IN-PLACE PIPE
• THERMOFORMED (FOLD AND FORM) POLYVINYL CHLORIDE (PVC) LINERS
• CHEMICAL GROUTING
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• CHEMICAL GROUTING
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID NO. 19-B-645
City of Largo, Florida

WORK SUMMARY

Scope of Work

This project provides for the rehabilitation of pipelines and conduits (8 through 84 inch, and laterals) by various trenchless methods on an “as needed” basis. These rehabilitation methods may be used in a variety of gravity and pressure applications such as sanitary sewers, storm sewers, and force mains. Pipelines for rehabilitation on this project consist primarily of vitrified clay pipe, with some ductile iron pipe, reinforced concrete pipe, and corrugated metal pipe. The City reserves the right to award separate contracts for the various trenchless methods. The decision on which method will be used in any given situation will be made at the sole discretion of the City. The repairs assigned to the Contractor may require prioritization by the City. The Engineer may order the Contractor to accomplish the work in accordance with a given chronological sequence.

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed. The term of this bid will be from the date of award through September 30, 2016. The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.

The indemnification provision contained in the General Conditions is incorporated herein, and made a part hereof, as if fully set forth herein.

The contractor shall submit, for the purposes of bidding, a completed Schedule of Bid Prices and executed General Conditions. Failure to provide both documents shall result in an unresponsive bid.

Construction Standards

All construction within the City of Largo limits shall conform to the provided technical specifications and the City of Largo Engineering Design and Construction Standards available at https://www.largo.com/document_center/Engineering/Engineering%20Design%20Construction%20Standards.pdf unless otherwise directed by the City Engineer.

As-Built Drawings

The Contractor will not be required to furnish as-built drawings under this section of the Contract, but shall be required to furnish a complete bill of materials used at each repair and a detailed invoice.
outlining total quantities for each pay item being invoiced and a corresponding list of line segments (manhole to manhole), or lateral address, rehabilitated under the invoiced work.

**Traffic Control and Barriers**

The Contractor shall notify the appropriate agencies a minimum of two (2) working days prior to any construction affecting traffic flow. All traffic control devices and barriers utilized during construction shall be provided by the Contractor as stipulated under Pay Items No. 56, 57 & 58, and meet there requirements set forth in the Florida State Department of Transportation Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations. Failure or refusal, on the part of the Contractor, to install, maintain, and/or position traffic control devices or barriers promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours notice, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the contract bond. Any work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

**Bypass Pumping**

The City lines, during most repair work, may be plugged to prevent the continuous flow of wastewater or stormwater into the area of work. At the direction of the Engineer, the Contractor will install bypass pumping equipment to reroute flow, as an alternate to line plugging. The Contractor will be responsible for mobilization, setup, coordination, and operation of all bypass pumping equipment, including any additional traffic control measures that may be required. Bypass pumping will be continued until directed to cease by the Engineer. The City shall identify the appropriate discharge location for all flow that is bypass pumped.

**Completion and Guarantee**

The work at each location will be considered complete upon written notification by the Engineer to the Contractor of its final acceptance. The date of such notification shall also establish the beginning date of the warranty period, as indicated on the technical specification for the particular rehabilitation method, and in accordance with the General Conditions. This guarantee shall be exclusive of manufacturer’s guarantees or warranties exceeding this period.

**Permits**

The Contractor will obtain all permits necessary for performance of the work identified herein, unless otherwise noted or specified.

**Safety**

1. Contractor will report any condition to the City of Largo which may pose a threat to the health and welfare of employees of the City, Contractor, or the general public.
2. Contractor will use employees that are properly trained and who are aware of possible work, materials, and job-site related hazards.
3. Contractor will ensure that waste material is properly disposed in accordance with applicable regulations and safety precautions.
4. Contractor shall comply with all local, state and federal safety requirements, including but not limited to OSHA.
# TABLE OF CONTENTS OF GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td><strong>DEFINITIONS</strong></td>
<td>GC-2</td>
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<td>2.</td>
<td><strong>PRELIMINARY MATTERS</strong></td>
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<td>Delivery of Documents</td>
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<td>Copies of Documents</td>
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<td>Commencement of Contract Time; Notice to Proceed</td>
<td>GC-4</td>
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<td>Starting the Project</td>
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<tr>
<td></td>
<td>Before Starting Construction</td>
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<td>Pre-construction Conference</td>
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<td>Finalizing Schedules</td>
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<td><strong>CONTRACT DOCUMENTS</strong></td>
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<td>Amending and Supplementing Contract Documents</td>
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<td><strong>AVAILABILITY OF LANDS:</strong></td>
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<td><strong>REFERENCE POINTS</strong></td>
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<td>Availability of Lands</td>
<td>GC-6</td>
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<td>Physical Conditions</td>
<td>GC-7</td>
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<td>Physical Conditions—Underground Facilities</td>
<td>GC-8</td>
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<td>Reference Points</td>
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<td><strong>BONDS AND INSURANCE</strong></td>
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<td>Bonds</td>
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<td>Contractor's Insurance</td>
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<td>6.</td>
<td><strong>CONTRACTOR'S RESPONSIBILITIES</strong></td>
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<td>Supervision and Superintendence</td>
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<td>Labor, Materials and Equipment; Hours of Work</td>
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<td>Adjusting Progress Schedule</td>
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<td>Concerning Subcontractors, Suppliers and Others</td>
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<td>Patent Fees and Royalties</td>
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<td>Laws and Regulations</td>
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<td>Use of Premises</td>
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<td>Record Documents</td>
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<td>Safety and Protection</td>
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<td>Emergencies and Precautions During Adverse Weather</td>
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<td>Shop Drawings and Samples</td>
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<td>Continuing the Work</td>
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<td>7.</td>
<td><strong>OTHER WORK</strong></td>
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<td>Related Work at Site</td>
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<td>Coordination</td>
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<td>8.</td>
<td><strong>THE CITY'S RESPONSIBILITIES</strong></td>
<td>GC-21</td>
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<td>9.</td>
<td><strong>ENGINEER'S STATUS DURING CONSTRUCTION</strong></td>
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<td>City's Representative</td>
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<td>Visits to Site</td>
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<td>Project Representation</td>
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<td>Clarifications and Interpretations</td>
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<td>Authorized Variations of Work</td>
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<td>Rejecting Defective Work</td>
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<td>Shop Drawings, Change Orders and Payments</td>
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<td>Determination for Unit Prices</td>
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<td>Decisions on Disputes</td>
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<td>Limitations on Engineer's Responsibilities</td>
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<td>10.</td>
<td><strong>CHANGES IN THE WORK</strong></td>
<td>GC-25</td>
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<tr>
<td>11.</td>
<td><strong>CHANGE OF CONTRACT PRICE</strong></td>
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<td>Cost of the Work</td>
<td>GC-27</td>
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<td>Contractor's Fee</td>
<td>GC-28</td>
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<td>Cash Allowances</td>
<td>GC-29</td>
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<td>Unit Price Work</td>
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<td>Omitted Work</td>
<td>GC-29</td>
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<td>12.</td>
<td><strong>CHANGE OF CONTRACT TIME</strong></td>
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<td>13.</td>
<td><strong>WARRANTY AND GUARANTEE:</strong></td>
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<td><strong>TEST AND INSPECTIONS:</strong></td>
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<td><strong>CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK</strong></td>
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<td>Access to Work</td>
<td>GC-31</td>
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STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT
FOR
THE CITY OF LARGO
FLORIDA
GENERAL CONDITIONS

ARTICLE I – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments, explanations, interpretations, changes, corrections, additions, deletions or modifications of the contract documents issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

AGREEMENT - The written agreement between the CITY and CONTRACTOR covering the Work to be performed; when other Contract Documents are attached to the Agreement, they become a part of the contract. The Agreement is also referred to as the Contract.

APPLICATION FOR PAYMENT - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed, properly signed or guaranteed.

BONDS - Bid, Performance and Payment bonds and other instruments which protect against loss due to inability, failure or refusal of the CONTRACTOR to perform the work specified in the contract documents.

CALENDAR DAY - A calendar day of 24 hours measured from midnight to the next midnight, including Saturdays, Sundays and holidays regardless of the weather.

CHANGE ORDER - A document recommended by ENGINEER which is signed by the CONTRACTOR and the CITY which authorizes an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time, issued on or after the execution of the Agreement.

CITY - The City of Largo, Florida, a Florida municipal corporation, its authorized and legal representatives, the public entity with whom the Contractor has entered into the agreement and for whom the work is to be provided.

CONSTRUCTION SUPERINTENDENT - The construction superintendent shall be in attendance at the project site during performance of the Work and shall represent the CONTRACTOR. Communications given to the construction superintendent or decisions made by the construction superintendent shall be as binding as if given to or made by the CONTRACTOR. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed by written request in each case.


CONTRACT PRICE - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Agreement to furnish the Work called for in the Contract Documents.

DEFECTIVE WORK - Work that is unsatisfactory, faulty, or deficient; or that 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 Work that has been damaged prior to the ENGINEER'S recommendation of final payment.

DRAWINGS - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the
Work, which have been prepared or approved by ENGINEER and which are considered part of the Contract Documents.

**EFFECTIVE DATE OF THE AGREEMENT** - The date indicated in the Agreement, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign the Agreement.

**ENGINEER(S)** - City of Largo Community Development Department, Engineering Division or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

**FIELD ORDER** - A written order by the ENGINEER that does not impact the cost or time of performance of the Work.

**GENERAL REQUIREMENTS** - Division 1 of the Technical Specifications.

**LAWS AND REGULATIONS; LAWS OR REGULATIONS** - Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

**NOTICE OF AWARD** - The official written notice by the CITY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the CITY may enter into an Agreement.

**NOTICE TO PROCEED** - The written notice issued by the CITY, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time.

**PARTIAL UTILIZATION** - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

**PROJECT** - The entire construction to be performed as provided in the Contract Documents.

**RESIDENT PROJECT REPRESENTATIVE (RPR)** - The resident project representative, shall be in attendance at the project site during performance of the Work and shall represent the CITY directly or through the ENGINEER. Responsibilities of the RPR are further defined in Paragraph 9.3 of these General Conditions.

**SHOP DRAWINGS** - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the Work.

**SPECIFICATIONS** - (Same definition as for Technical Specifications hereinafter).

**SUBCONTRACTOR** - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

**SUBSTANTIAL COMPLETION** - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

**SUPPLEMENTARY CONDITIONS** - The part of the Contract Documents which amends or supplements these General Conditions.

**SUPPLIER** - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**SURETY** - Any person, firm or corporation which is bound by bid or contract bond with and for the CONTRACTOR.

UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

UNIT PRICE WORK - Work to be paid for on the basis of unit prices.

WORK - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals and the furnishing thereof.

WORK DIRECTIVE CHANGE - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by the CITY and recommended by the ENGINEER, ordering an addition, deletion or revision in the Work, or which references an emergency or unforeseen physical conditions under which the Work is to be performed. A Work Directive Change may not change the Contract Price 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 Price or Contract Time.

WRITTEN AMENDMENT - A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

DELIVERY OF DOCUMENTS:

2.1. When the CONTRACTOR delivers the signed Agreements to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

COPIES OF DOCUMENTS:

2.2. The CITY shall furnish to CONTRACTOR three copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents or as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

2.3. The Contract Time will commence to run on the day indicated in any Notice to Proceed. A Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.

STARTING THE PROJECT:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract time commences to run.

BEFORE STARTING CONSTRUCTION:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to CITY or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. At the pre-construction conference, CONTRACTOR shall submit to ENGINEER for review:

2.6.1. a proposed progress schedule indicating the starting and completion dates of the various stages of the Work; and,
2.6.2. a preliminary schedule of Shop Drawing submissions and those shop drawings necessary to begin the work; and,

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission; and,

2.6.4. Pre-construction video tapes if required by the technical specifications.

2.7. The CONTRACTOR shall not commence construction operations until the construction progress schedule, schedule of values and the shop drawing submission schedule described above have been reviewed by the ENGINEER for general conformance with the Contract documents. After review of the schedules, no deviation shall be made without prior written acceptance by the CITY for general conformance with the Contract Documents.

PRECONSTRUCTION CONFERENCE:

2.8. After the Effective Date of the Agreement, but before CONTRACTOR starts Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as deemed appropriate by the CITY, ENGINEER, or CONTRACTOR will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Nothing herein shall relieve the CONTRACTOR from the responsibility of contacting local utilities and any other necessary agencies.

FINALIZING SCHEDULES:

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to the CITY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the CITY as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

INTENT:

3.1. The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida with venue in Pinellas County, Florida.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereto) 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 shall 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 or responsibilities of the CITY, CONTRACTOR or ENGINEER or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER'S, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to...
undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by the ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so notify the ENGINEER, in writing, at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Order
2. Addenda
3. Agreement
4. Proposal
5. Supplemental General Conditions
6. Invitation to Bid
7. Instructions to Bidders
8. General Conditions
9. Technical Specifications
10. Contract Drawings
   a. Dimensions
   b. Full Size Details
   c. Full Size Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. a formal Written Amendment.

3.4.2. a Change Order (pursuant to paragraph 10.4), or

3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or by a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1. a Field Order (pursuant to paragraph 9.5)

3.5.2. ENGINEER’S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER’S written interpretation or clarification (pursuant to paragraph 9.4).

REUSE OF DOCUMENTS:

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the work; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the CITY and ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

4.1. The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in the CITY’S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
4.1.1. Occupying Private Land: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, equipment or materials, any land outside the rights-of-way or property of the City. A copy of the written consent shall be given to the CITY.

4.1.2. Work in State, County and City Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across street, rights-of-way, easements, or other property, the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

4.1.3. Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

4.1.4. Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the CONTRACTOR and the streets cleaned to the satisfaction of the CITY, the ENGINEER, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

**PHYSICAL CONDITIONS:**

4.2.1 Explorations and Reports: Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR accepts the site and any unforeseen conditions in accordance with paragraph 4.4 of the Instructions to Bidders, and may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations, or opinions contained therein or for the completeness for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3.1) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the general accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures. However, where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.
4.2.3. Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1. Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22.1), notify the CITY and the ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the CITY in writing (with a copy to the CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Article 11 and 12.

PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

4.3.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the CITY or ENGINEER by the owners of such Underground Facilities or by others.

4.3.1.1. The CITY and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.1.3. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the owner or occupant of such facilities both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The CONTRACTOR shall be responsible for
any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the ENGINEER in order that necessary changes may be made to permit installation of the Work.

4.3.2. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22.1), identify the owner of such Underground Facility and give written notice thereof to that owner and to the CITY and the ENGINEER. The ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20.

4.3.3. CONTRACTOR shall only be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any such Underground Facility CONTRACTOR could not reasonably have been expected to have been aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

REFERENCE POINTS:

4.4. The CITY shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

BONDS:

5.1. CONTRACTOR shall upon delivery of the executed Agreement to the CITY furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The form and conditions of the Bonds and the Surety shall be acceptable and satisfactory to the CITY and Surety shall be a nationally recognized Surety Company acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, V.S. Treasury Department, for projects not exceeding ($500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935 (1989). For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with a Best Rating of no less than A-IX. Bonds shall be executed and issued by a resident or non resident agent, licensed to conduct business in the State of Florida, representing such corporate sureties. If the CONTRACTOR is a partnership, the Bond should be...
signed by each of the individuals who are partners; if a corporation, the Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1., CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.

CONTRACTOR'S INSURANCE:

5.3. General: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. CONTRACTOR'S insurance, and the insurance of any other party bound to the CONTRACTOR shall be considered primary. The Certificate(s) of Insurance shall bear the requisite endorsements providing for CITY as Certificate Holder and additional insured and shall further provide for waiver of subrogation by the CONTRACTOR and/or any subcontractor(s) where applicable. The Certificate(s) issued pursuant to this Contract shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes the Certificate(s) shall also include a reference to the project #, RFP#/RFQ#, and/or any purchase order or task order issued in accordance herewith. Before starting and during the term of this Contract, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraph 5.4, inclusive below.

5.4. Coverage: Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

5.4.1. Workers’ Compensation. Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require all subcontractors to maintain workers compensation during the term of the agreement and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY and ENGINEER harmless from any damage resulting to them for failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

5.4.1.1. Employers’ Liability with Statutory Limits of $100,000/$500,000/$100,000.

5.4.1.2. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.1.3. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and/or Jones Act if applicable.

5.4.2. Comprehensive General Liability or Commercial General Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:
5.4.2.1. Minimum Limits of total coverage shall be $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet $1,000,000.00 minimum to be acceptable to the CITY.

5.4.2.2. Premises and/or Operations.

5.4.2.3. Independent Contractor.

5.4.2.4. Products and/or Completed Operations. CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

5.4.2.5. XCU Coverages.

5.4.2.6. Broad Form Property Damage including Completing Operations.

5.4.2.7. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

5.4.2.8. Personal Injury coverage with employees and contractual exclusions removed.

5.4.2.9. Additional Insured. The CITY is to be specifically included as an additional insured (including products).

5.4.2.10. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.2.11. The CONTRACTOR shall either require each subcontractor to procure and maintain, during the life of the subcontract, insurance of the type and in the same amounts specified herein or insure the activities of subcontractors in his own insurance policy.

5.4.3. Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:

5.4.3.1. Minimum limit of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

5.4.3.2. Owned Vehicles.

5.4.3.3. Hired and Non-Owned Vehicles

5.4.3.4. Employee Non-Ownership

5.4.3.4. The CITY shall be listed as an additional insured on auto policies.

5.4.3.5. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4. All Risk Property Insurance When Applicable. Coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property of the CITY'S for which the
CONTRACTOR is responsible and over which he exercises control. Builders Risk insurance must be provided to cover Property under construction and an Installation Floater must cover all machinery, vessels, air conditioners or electric generators to be installed. This insurance shall include a waiver of subrogation as to the ENGINEER, the CITY, the CONTRACTOR, and their respective officers, agents, employees, and subcontractors.

5.4.4.1. Coverage to be provided on a full replacement cost basis.

5.4.4.2. Losses in excess of ten thousand dollars ($10,000) shall be jointly payable to the CONTRACTOR and the CITY.

5.4.4.3. Waiver of occupancy clause or warranty. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) will not be occupied by the CITY.

5.4.4.4. Maximum Deductible - $5,000 each claim.

5.4.4.5 Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4.6. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.

5.4.5. A Best Rating of no less than A - VIII is required for any carriers providing coverage required under the terms of this Contract. Failure to comply with the insurance requirements as herein provided shall constitute default of this Agreement. Neither CONTRACTOR or any subcontractor shall commence work under the Contract until they have all insurance required under this Section and have supplied the CITY with evidence of such coverage in the form of certified copies of policies (where required) and certificates of insurance, and such policies and certificates have been approved by the CITY. CONTRACTOR shall be responsible for and shall obtain and file insurance certificates on behalf of its subcontractors. All certified copies of policies (where required) and certificates of insurance shall be filed with the CITY.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

6.1. The CONTRACTOR has the obligation to deliver to the CITY the completed job in a good and workmanlike condition. CONTRACTOR shall supervise and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but
CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in the CONTRACTOR.

6.2. The superintendent will be CONTRACTOR’S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

LABOR, MATERIALS AND EQUIPMENT;
HOURS OF WORK:

6.3. CONTRACTOR shall provide competent, suitably 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 will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the CITY’S written consent (which shall not be unreasonably withheld) given after prior written notice to ENGINEER. The CONTRACTOR is hereby informed, and understands that unless otherwise approved by the City, the City restricts the work between the hours of 5:00 p.m. and 8:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the CITY. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the CITY.

6.3.1 The CONTRACTOR shall receive no additional compensation for overtime work. However, additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

6.3.2 All costs of inspection and testing performed by the CITY during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR. For all work performed on holidays and weekends a fee of $250 per day will be charged to the CONTRACTOR, to cover the cost of Largo Engineering Inspectors. Notice must be submitted at least two whole working days prior to subsequent holiday and/or weekend.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all 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 final completion of the work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by 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 instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY, ENGINEER, or any of the CITY’S or ENGINEER’S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

ADJUSTING PROGRESS SCHEDULE:
6.6 CONTRACTOR shall submit to ENGINEER for review and comment (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.7.1. The technical specifications shall govern the use of substitute or "or-equal" items. The procedure for review by ENGINEER will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform equally or better 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 state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or 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 ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the Technical Specifications.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The CITY may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the CITY and the ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom the CITY or the ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Technical Specifications or Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and
equipment) shall be submitted to the CITY for acceptance by the CITY and ENGINEER, and if CONTRACTOR has submitted a list thereof, the CITY or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. If after bid opening and prior to the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the CITY may return the bid bond and award the contract to the next qualified, competent bidder. If after the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the ENGINEER of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY or ENGINEER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to the CITY and ENGINEER 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. Nothing in the Contract Documents shall create any contractual relationship between the CITY or the ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Technical Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and the ENGINEER.

PATENT FEES AND ROYALTIES:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the CITY or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the CITY in the Contract Documents. CONTRACTOR shall indemnify, defend and hold harmless the CITY and anyone directly or indirectly employed by the CITY from and against all claims, damages, losses and expenses (including attorney's fees and court costs) arising out of any claims of an infringement of patent rights, copyrights, trade marks, trade secrets or proprietary information incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. This indemnification provision shall survive the termination of this agreement.

PERMITS:

6.13. CONTRACTOR shall obtain and pay for all construction permits and licenses. The CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for prosecution of the Work, which are applicable at the time of opening of Bids. There will be no cost for permits issued by the CITY. CONTRACTOR shall pay all charges of utility for connections to the Work, and the CITY shall pay all charges of such utility owners for
capital costs related thereto such as plant investment fees.

LAWS AND REGULATIONS:

6.14.1. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, neither the CITY nor the ENGINEER shall be responsible for monitoring CONTRACTOR’S compliance with any Laws, ordinances, rules or regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, CONTRACTOR shall give CITY and ENGINEER prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the CITY and ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR’S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

TAXES:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the Work.

USE OF PREMISES:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits and easements, and shall not reasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify, defend and hold the CITY and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or ENGINEER to the extent based on a claim arising out of CONTRACTOR’S performance of the Work. This indemnification provision shall survive the termination of this agreement.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. 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.

RECORD DOCUMENTS:

6.19. CONTRACTOR shall maintain in accordance with the Technical Specifications in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. The record documents together with all approved samples
and a counterpart of all approved Shop Drawings will be available to the ENGINEER for reference. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to ENGINEER for the CITY.

SAFETY AND PROTECTION:

6.20. 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:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. Other property at the 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, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR).

The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of an and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER:

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

6.22.2. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The ENGINEER may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

SHOP DRAWINGS AND SAMPLES:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), ordinances, rules and all Shop Drawings which will bear the stamp that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review of each such variation.

6.26. ENGINEER will review within ten days of receipt thereof, Shop Drawings and samples but ENGINEER'S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. ENGINEER will review one (1) resubmittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at the CONTRACTOR'S expense.
6.27. ENGINEER'S review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and acceptance of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

CONTINUING THE WORK:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and the CITY may otherwise agree in writing.

INDEMNIFICATION:

6.30. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor’s liability hereunder shall include all attorney’s fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor’s expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts’ fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City’s reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.06, Florida Statutes or are unenforceable pursuant to Section 725.06, Florida Statutes.

SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER

6.31. The CITY is currently under Consent Order 03-0666 with the Florida Department of Environmental Protection (FDEP). The discharge of wastewater or effluent (reclaimed water) into waters of the State
and/or into canals, ditches, and ponds that are connected to waters of the State is prohibited. Any spill or discharge of wastewater or reclaimed water shall be immediately reported to the CITY ENGINEER ((727) 587-6713), and the CITY'S WASTEWATER COLLECTION SYSTEM MANAGER ((727) 507-4465). In the event of a spill or discharge, the CONTRACTOR shall immediately control, contain, and stop the spill or discharge and shall repair any damage to the CITY'S facilities. The CONTRACTOR shall be responsible for any penalties and costs charged to the CITY by the FDEP and for all costs incurred by the CITY as a result of the CONTRACTOR'S actions or as a result of the CONTRACTOR'S negligence.

Costs charged to the CITY by FDEP are for discharges that have been found not to be due to abnormal events and are, therefore, subject to stipulated penalties pursuant to Paragraph No. 25 of the Consent Order. This paragraph requires the City to pay FDEP stipulated penalties for wastewater discharged from the City System to surface waters that do not qualify as excusable discharges. In accordance with Paragraph 25, the stipulated penalty schedule is as follows: Each category is limited to a daily cumulative maximum amount of $30,000.00.

<table>
<thead>
<tr>
<th>DEP CONSENT ORDER FINE SCHEDULE</th>
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<tbody>
<tr>
<td>Amount/Day/Discharge</td>
</tr>
<tr>
<td>$500.00</td>
</tr>
<tr>
<td>$1000.00</td>
</tr>
<tr>
<td>$2,500.00</td>
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<td>$5,000.00</td>
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<td>$10,000.00</td>
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</tbody>
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The fines, and anticipated costs, which may be incurred by the CITY as a result of the CONTRACTOR'S actions or negligence, shall be paid to the CITY within 30 days, or the costs incurred will be deducted from the total Contract amount.

ARTICLE 7 - OTHER WORK

RELATED WORK AT SITE:

7.1. The CITY may perform other work related to the Project at the site by the CITY'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. If the performance of additional Work by other Contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.2. CONTRACTOR shall afford each Utility owner and other contractors who are a party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CITY and ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the CITY and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or the CITY), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S work. CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in the other work.
COORDINATION:

7.4. If the CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the CITY nor the ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 - THE CITY'S RESPONSIBILITIES

8.1. The CITY shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, the CITY shall appoint a consultant whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. The CITY shall furnish the data required of the CITY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. The CITY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraphs 4.2.1 and 4.2.2 refer to the CITY'S identifying and making available to CONTRACTOR copies of all reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. The CITY is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6. In connection with the CITY'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with the CITY'S right to terminate services of CONTRACTOR.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

CITY'S REPRESENTATIVE:

9.1. The ENGINEER will be the CITY’S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER and the CITY’S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the CITY and ENGINEER.

VISITS TO SITE:

9.2. After written notice to proceed with the work, the ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the CONTRACTOR’S failure to perform the construction Work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of his on-site observations, as an experienced and qualified design professional, he will keep the CITY informed of the progress of the work, will endeavor to guard the CITY against defects and deficiencies in the Work of the Contractor and may reject Work as failing to conform to the Contract Documents.

PROJECT REPRESENTATION:

9.3. A Resident Project Representative may be assigned to assist ENGINEER in carrying out his responsibilities to CITY at the site. Resident Project Representative is ENGINEER’S agent at site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Representative's actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and
CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of ENGINEER.

9.3.1. Resident Project Representative shall where applicable:

9.3.1.1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning its general acceptability.

9.3.1.2. Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

9.3.1.3. Working principally through CONTRACTOR'S superintendent, assist ENGINEER in serving as the CITY'S liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CITY'S on-site operations.

9.3.1.4. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.

9.3.1.5. Record date of receipt of Shop Drawings and samples.

9.3.1.6. Receive samples which are furnished at the site by CONTRACTOR, and notify the ENGINEER of availability of samples for examination.

9.3.1.7. Advise the ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by the ENGINEER.

9.3.1.8. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

9.3.1.9. Report to the ENGINEER whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the ENGINEER from the duties imposed by contract.

9.3.1.10. Verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.

9.3.1.11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

9.3.1.12. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the ENGINEER.

9.3.1.13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's
recommendations to the ENGINEER. Transmit to CONTRACTOR decisions as issued by the ENGINEER.

9.3.1.14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

9.3.1.15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

9.3.1.16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.

9.3.1.17. Furnish the ENGINEER periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

9.3.1.18. Consult with the ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.


9.3.1.20. Report immediately to the ENGINEER and the CITY upon the occurrence of any accident.

9.3.1.21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.3.1.22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to CITY prior to final payment for the Work.

9.3.1.23. Before the ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

9.3.1.24. Conduct final inspection in the company of the ENGINEER, the CITY and the CONTRACTOR and prepare a final list of items to be completed or corrected.

9.3.1.25. Observe that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

9.3.2. The Resident Project Representative shall not:

9.3.2.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.
9.3.2.2. Exceed limitations of the ENGINEER’S authority as set forth in the Contract Documents.

9.3.2.3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR’S superintendent.

9.3.2.4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

9.3.2.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

9.3.2.6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

9.3.2.7. Authorize the City to occupy the Project in whole or in part.

9.3.2.8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

CLARIFICATIONS AND INTERPRETATIONS:

9.4. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

AUTHORIZED VARIATIONS OF WORK:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field Order and will be binding on the CITY, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 and 12. The ENGINEER is not authorized to waive any requirements of this contract or to agree to any increase in the contract price or contract time.

REJECTING DEFECTIVE WORK:

9.6. The ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective or believes to be in non-conformance with the intent of the contract documents, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7. In connection with ENGINEER’S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.8. In connection with ENGINEER’S responsibilities as to Change Orders, see Article 10, 11, and 12.

9.9. In connection with ENGINEER’S responsibilities in respect of Applications for Payment, etc., see Article 14.

DETERMINATIONS FOR UNIT PRICES:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER’S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER’S written decisions thereon
will be final and binding upon the CITY or CONTRACTOR unless, within ten days after the date of any such decision, either the CITY or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

**DECISIONS ON DISPUTES:**

9.11. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Article 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty (30) days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to the CITY or CONTRACTOR. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by the CITY or the CONTRACTOR of such rights 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.

**LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:**

9.13. Neither ENGINEER’S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER or CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR’S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible to CONTRACTOR for CONTRACTOR’S failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

**ARTICLE 10 - CHANGES IN THE WORK**

10.1. Without invalidating the Agreement and without notice to any surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. 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).

10.2. If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the
Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22.1 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the work which are ordered by the CITY pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties;

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR’S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of time, shall be governed by the ordinances of the City of Largo.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price 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 his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) 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. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive).

11.3.2. By mutual acceptance of a lump sum (which shall include an allowance for
overhead and profit in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

COST OF THE WORK:

11.4. The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classification agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the CITY.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the CITY, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who will then determine, with the advice of the ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs include the following:

11.4.5.1. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. For special equipment and machinery such as
power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized Work, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the Work. If said Work required the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

11.4.5.3. Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.

11.4.5.4. Royalty payments and fees for permits and licenses.

11.4.5.5. The site costs of utilities, fuel and sanitary facilities.

11.4.5.6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR’S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR’S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR’S Fee.

11.5.2. Expenses of CONTRACTOR’S principal and branch offices other than CONTRACTOR’S office at the site.

11.5.3. Any part of CONTRACTOR’S capital expenses, including interest on CONTRACTOR’S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.6 above).

11.5.5. Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR’S FEE:

11.6. The CONTRACTOR’S Fee allowed to CONTRACTOR for overhead and profits shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. The cost allowance for overhead and profit shall not exceed fifteen percent (15%) of the net cost. If
the work is done by a Subcontractor, he may add ten percent (10%) of his net cost for overhead and profit and the Contractor may add five percent (5%) of the net cost for overhead and profit. If all the work is done by the Contractor, he may add fifteen percent (15%) of the net cost for overhead and profit;

11.6.2.2. See Article 11.6.2.1;

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

CASH ALLOWANCES:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the ENGINEER, CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

UNIT PRICE WORK:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

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

11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.
OMITTED WORK:

11.10. The City may at any time, by written order, without Notice to the Sureties, require omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executable change order. All work so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.10.1. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the contract; or,

11.10.2. By the appropriate lump sum price set forth in the Contract; or,

11.10.3. By the reasonable and fair estimated cost of such omitted work as determined by the CONTRACTOR and the ENGINEER, and approved by the CITY.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. 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 and to ENGINEER promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) 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. All claims for adjustment of the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and ENGINEER cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays caused by events beyond the control of CONTRACTOR if a claim is made thereof as provided in paragraph 12.1. Such events shall include, but not be limited to acts or neglect by the CITY or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. If abnormal weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within 30 days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12.4 The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays in construction from any cause whatsoever but if occasioned by any act of God, or by any act or omission on the part of the CITY, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work, provided that the CONTRACTOR gives notice in writing of the cause of such act, hindrance or delay within ten days after its occurrence to the CITY. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope or work or substantial increases in the cost of performing the work under the Contract Documents

ARTICLE 13 - WARRANTY AND GUARANTEE:

TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE:

13.1. CONTRACTOR warrants and guarantees to the CITY and ENGINEER that all Work will be constructed in accordance with the Contract Documents. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Article 13. The guarantee shall remain in effect for one year from the date of final acceptance
unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the work to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

ACCESS TO WORK:

13.2. ENGINEER'S and ENGINEER'S representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

TESTS AND INSPECTIONS:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or ENGINEER'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid as specified in the Contract Documents.

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the Work in accordance with the Contract Documents.

UNCOVERING WORK:

13.8. If any Work is covered contrary to the request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced, at CONTRACTOR'S expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 11 and 12.

CITY MAY STOP THE WORK:
13.10. 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, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

ONE YEAR CORRECTION PERIOD:

13.12. If within one year after the date of Substantial Completion 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 or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY’S written instructions, either correct such defective Work, or, if it has been rejected by the CITY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.13. If instead of requiring correction or removal and replacement of defective Work, the CITY (and prior to ENGINEER’S recommendation of final payment) prefers to accept it, the CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the CITY’S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER’S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the CITY.

CITY MAY CORRECT DEFECTIVE WORK:

13.14. If CONTRACTOR fails within thirty days (30) after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR’S services related thereto, take possession of CONTRACTOR’S tools, appliances, construction equipment and machinery at the site and incomplete in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CITY’S representative, agents and employees such access to the site as may be necessary to enable the CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CITY in
exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, attorneys and other professionals, all court costs and all costs of repair and replacement of work of other destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY'S rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SCHEDULE OF VALUES:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENTS:

14.2. Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the Engineer for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY'S interest therein, all of which shall be satisfactory to the CITY. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. When applicable, the amount of retainage withheld and the schedule for release/payment of any retainage shall be in accordance with the procedures outlined in Section 218.735(8)(a), Florida Statutes. Unless otherwise stated in the Agreement, the term “50-percent completion” shall defined as set forth in Section 218.735(8)(b), Florida Statutes.

CONTRACTOR'S WARRANTY OF TITLE:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of payment free and clear of Liens.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the City with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by the CITY to CONTRACTOR.

14.5. ENGINEER'S recommendation of any payment requested in the Application for Payment shall not prohibit the City from withholding payment or prohibit the City from paying additionally sums regarding other matters or issues between the parties.

14.6. ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to the CITY that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to the CITY. The ENGINEER may also refuse to recommend any such payment, or,
because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect the CITY from loss, including but not limited to:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. The CITY has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. Of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5 The CITY may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the CITY on account of CONTRACTOR'S performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended, but the CITY must give CONTRACTOR written notice (with a copy to ENGINEER) stating the reasons for such action.

SUBSTANTIAL COMPLETION:

14.8. When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the ENGINEER in writing that the Work is substantially complete and request that the ENGINEER prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the CITY, the ENGINEER and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. If the ENGINEER does not consider the Work substantially complete, (it is not ready for its intended use) the ENGINEER shall notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the Work to be substantially complete, the ENGINEER will prepare and deliver to the CITY for its execution and recordation the Certificate of Substantial Completion signed by the ENGINEER and CONTRACTOR, which shall fix the Date of Substantial Completion.

14.9. The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

PARTIAL UTILIZATION:

14.10. Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

14.10.1. The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to the CITY and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify the CITY and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work. Within a reasonable time after either such request, the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify the CITY and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. The CITY may at any time request CONTRACTOR in writing to permit the
CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and ENGINEER that such part of the Work is not ready for separate operation by the CITY, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

FINAL INSPECTION:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with the CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12. After CONTRACTOR has completed in writing all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents all as required by the Contract Documents, and after ENGINEER has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents.

FINAL PAYMENT AND ACCEPTANCE:

14.13. Upon receipt of written notice from the CONTRACTOR that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the ENGINEER shall promptly examine the Work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional ENGINEER, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the CITY in writing that he has examined the Work and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTORS other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the ENGINEER does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the ENGINEER or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.14. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, the CITY shall pay the remainder of the contract price as recommended by ENGINEER as provided in said paragraph 14.13. Prior to final payment, the CONTRACTOR must provide the CITY with waivers of any and all claims and liens from the CONTRACTOR and any and all subcontractors, sub-subcontractors, laborers, or. These waivers are conditions precedent to final payment. The CITY may
withhold amounts it deems necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors, materialmen, suppliers or others from final payment to the CONTRACTOR.

14.15. The ENGINEER will then make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. The ENGINEER will report such estimate to the CITY together with his recommendation as to the acceptance of the Work or his findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the ENGINEER’S estimate and recommendation to the CITY, the CITY will make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including, but not limited to, Liquidated Damages, as applicable.

14.16. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CITY of the application for final payment, the amount recommended by ENGINEER shall become due and will be paid to Contractor.

CONTRACTOR’S CONTINUING OBLIGATION:

14.17. CONTRACTOR’S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR’S obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

CITY MAY SUSPEND WORK:

15.1. The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

CITY MAY TERMINATE

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR’S creditors;

15.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;
15.2.6. If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.3. The CITY may, after giving CONTRACTOR and Surety seven days written notice of any default and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR’S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of completing the work including compensation for additional managerial and administrative services, plus the CITY’S direct, indirect and consequential losses, damages and costs because of the CONTRACTOR’S default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) such excess will be paid to CONTRACTOR. If such expenses and costs plus the CITY’S losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to the CITY promptly on demand. Such costs incurred by the CITY will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the work performed.

15.4. Where CONTRACTOR’S services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CITY will not release CONTRACTOR from liability.

15.5. The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also will reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

FISCAL NON-FUNDING

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

CONTRACTOR MAY STOP WORK OR TERMINATE:

15.7. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of
more than ninety (90) days by the CITY or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CITY and ENGINEER, terminate the Agreement and the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the work completed as of the Date of Termination plus reasonable termination expenses. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to the CITY and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

ARTICLE 16 - MISCELLANEOUS

GIVING NOTICE:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

COMPUTATION OF TIME:

16.2. When any period of 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 on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

NO LIMITATION OF RIGHTS AND REMEDIES:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to the CITY and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

ACCIDENT AND PREVENTION:

16.4. The safety provisions of applicable laws and building and construction codes shall be observed by CONTRACTOR and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.
16.5. In the event the CITY is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the CITY’S control, then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already commenced, then the CITY herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

FLORIDA PRODUCTS AND LABOR

16.6. The CONTRACTOR’S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

EMPLOYEES:

16.7. All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

16.8. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this Work or who appears to the CITY to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, ENGINEER or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the CITY to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work site.

NON-DISCRIMINATION:

16.9. The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors as well.

ASSIGNMENT:

16.10. This Agreement, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CITY be liable to any assignee or transferee, without the written consent of the CITY, to the assignment, or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

GOVERNING LAW; JURISDICTION AND VENUE:

16.11. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agrees that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the
subject matter hereof may not be enforced in or by such courts.

ASBESTOS:

16.12. If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the ENGINEER. The CITY shall consult with the ENGINEER regarding removal or encapsulation of the asbestos material and the CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of special instructions from the CITY through the ENGINEER.

RIGHT TO AUDIT:

16.13. If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR’S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR’S plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR’S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

CONTRACTOR’S PUBLIC RECORDS OBLIGATIONS

16.14 Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor when acting as an agent of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes (“Public Records”), that

ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Contract; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the City all public records in possession of the Contractor within thirty (30) days after termination of this Contract, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Contract. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting as an agent of the City.

Company: BLD SERVICES, LLC

Date

SEPTMBER 14, 2018

Signature

JACOB TRAPANI / VICE PRESIDENT

GC-40
CITY OF LARGO, FLORIDA
ADDENDUM #1
TO
INVITATION FOR BID
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID #19-B-645

TO:         Potential Bidders
FROM:       Joan Wheaton , Procurement Analyst
            Jerald Woloszynski, P.E., Director
DATE:       August 24, 2018

PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 19-B-645

SEE ATTACHED PAGE: A-1

Questions concerning this addendum should be directed to Robert C. Hatton, Engineer II, Engineering Services Department, (727) 587-6713.

Please return the signed original of this Addendum with your Bid package.

I have read and understand the Addendum to Bid Number 19-B-645

Signature

Firm  BLD SERVICES, LLC

Typed Name and Title  JACOB TRAPANI / VICE PRESIDENT
ADDENDUM NO. 1
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bid No. 19-B-645

Addendum No. 1, dated August 24, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 1" on the envelope in which the proposal is submitted.

Description:

Summary of Work, Scope of Work section, paragraph two, is revised as follows:

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed. The term of this bid will be from the date of award through September 30, 2020. The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.
TO: Potential Bidders

FROM: Joan Wheaton, Procurement Analyst
Jerald Woloszynski, P.E., Director

DATE: September 11, 2018

PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 19-B-645

SEE ATTACHED PAGES: A-1, A-2, A-3

Questions concerning this addendum should be directed to Robert C. Hatton, Engineer II, Engineering Services Department, (727) 587-6713.

Please return the signed original of this Addendum with your Bid package.

I have read and understand the Addendum to Bid Number 19-B-645

Signature ________________________________

Firm BLD SERVICES, LLC ________________________________

Typed Name and Title JACOB TRAPANI / VICE PRESIDENT ________________________________
ADDENDUM NO. 2
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bid No. 19-B-645

Addendum No. 2, dated September 11, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 2" on the envelope in which the proposal is submitted.

Responses to Bidder's Questions

Question:
Item 1, 8-inch CIPP x 6mm, is the 6mm a finished design or the manufactured design thickness?

Response:
This is the manufactured design thickness.

Question:
Item 7 thru 29 CIPP x ?mm thickness, all liner thicknesses appear to be very thin, all being enough that the thickness variance will be used fully and not just a percentage. Can the design thickness be increased to assumed thickness on these items?

Answer:
The design thickness will be decided on a case by case basis per project location and can be increased by increments of 1.5 mm beyond the initial thickness per pipe diameter as shown on the schedule of bid prices.
Question:
Will all laterals be grouted after reinstatement or only the laterals that are actively leaking?

Response:
All laterals will be grouted after reinstatement.

Question:
Must the bidders bid on every group?

Response:
No. Bidders are only required to bid on the groups of items containing products or services that their company provides. However we request that all bidders submit bids for Group 5 "Common Work Tasks".

Question:
Can we Please be Supplied with the previous bid tabulations to this contract?

Response:
See page A-3 for the bid tabulation to the Trenchless Sanitary Storm Sewer Rehabilitation Bid 16-B-534 awarded in 2016.
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 30 in. x 6 in. CIPP</td>
<td>LF</td>
<td>10,000</td>
<td>$20.00</td>
<td>$200,000</td>
</tr>
<tr>
<td>2. 30 in. x 6 in. CIPP</td>
<td>LF</td>
<td>10,000</td>
<td>$19.00</td>
<td>$190,000</td>
</tr>
<tr>
<td>3. 30 in. x 6 in. CIPP</td>
<td>LF</td>
<td>10,000</td>
<td>$20.00</td>
<td>$200,000</td>
</tr>
<tr>
<td>4. 30 in. x 6 in. CIPP</td>
<td>LF</td>
<td>10,000</td>
<td>$19.00</td>
<td>$190,000</td>
</tr>
<tr>
<td>5. 30 in. x 6 in. CIPP</td>
<td>LF</td>
<td>10,000</td>
<td>$20.00</td>
<td>$200,000</td>
</tr>
<tr>
<td>6. 30 in. x 6 in. CIPP</td>
<td>LF</td>
<td>10,000</td>
<td>$19.00</td>
<td>$190,000</td>
</tr>
<tr>
<td>7. 30 in. x 6 in. CIPP</td>
<td>LF</td>
<td>10,000</td>
<td>$20.00</td>
<td>$200,000</td>
</tr>
<tr>
<td>8. 30 in. x 6 in. CIPP</td>
<td>LF</td>
<td>10,000</td>
<td>$19.00</td>
<td>$190,000</td>
</tr>
<tr>
<td>9. 30 in. x 6 in. CIPP</td>
<td>LF</td>
<td>10,000</td>
<td>$20.00</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

**Attachment:** Exhibit 2 - BLD Services Unit Pricing (2021 | Lateral Pipe Lining & Inspection Piggy Back)
AUTHORIZATION OF AGENT AND ATTORNEY-IN-FACT FOR BLD SERVICES, L.L.C., BY SHIRLEY JARRELL WAGNER

I, Shirley Jarrell Wagner, the duly elected and acting Secretary/Treasurer and Manager of BLD Services, L.L.C., a Louisiana limited liability company, pursuant to the authority granted to me by resolutions unanimously adopted by the Members and Managers of BLD Services, L.L.C., in a Unanimous Written Consent of the Members and Managers of BLD Services, L.L.C., dated June 15, 2018, which resolutions are in full force and effect as of the date hereof, do hereby take the following action:

I hereby authorize, empower and appoint Jacob Trapani, Vice President and Manager, to serve as authorized Agent and Attorney-in-Fact of BLD Services, L.L.C., to act on behalf of BLD Services, L.L.C., in connection with any and all negotiations, bids, concerns and transactions, including but not limited to the execution of any and all bids, papers, documents, affidavits, bonds, sureties, contracts and acts, and to receive and receipt thereof all purchase orders and notices issued pursuant to the provisions of any such bids or contracts; and further to take any and all actions necessary to carry to the purposes and intents of this action; and that the Members and Managers of BLD Services, L.L.C., therefore ratify, confirm and approve and accept each and every act performed by Jacob Trapani, Vice President and Manager, as said Agent and Attorney-in-Fact of BLD Services, L.L.C., in furtherance of this appointment.

September 14, 2018
DATE

SHIRLEY JARRELL WAGNER
SECRETARY/TREASURER AND MANAGER
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE UNDERGROUND UTILITY & EXCAVATION CO HEREBIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WAGNER, DANIEL PROSPER
BLD SERVICES LLC
2424 TYLER STREET
KENNER, LA 70062

LICENSE NUMBER: CUC057224
EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.
BACKGROUND

The Treasure Island Fire Department has been providing Advanced Life Support Emergency Medical Services since 1974. In 1980 the citizens of Pinellas County adopted a countywide emergency medical service delivery system. Since 1981 the Fire Department has received funding from Pinellas County Emergency Medical Services Authority to provide service to the City of Treasure Island as well as automatic aid to neighboring communities.

In August 2017, the City Commission approved Resolution 14-86, the 2017 ALS First Responder Services Agreement with the Pinellas County Emergency Medical Services Authority commencing October 1, 2017 through September 30, 2019. For this current fiscal year, the last year of the agreement provided for EMS funding of up to $534,277.

POLICY / PURPOSE

To enter into an updated ALS agreement with Pinellas County effective October 1, 2019 for a 5-year period and may be extended for one additional five year period. An annual EMS budget will be submitted with a new base amount that allows for up to a 3% increase each year.

STRATEGIC PLAN RELEVANCE

None, this is a contractual agreement between the City and Pinellas County.

ANALYSIS / DISCUSSION

The proposed new 2019 ALS First Responder Agreement allows for a new base amount of funding for providing EMS services to be set based off of the FY 2019 budget requirements with the addition of three full time Firefighter/EMT positions to staff Rescue 24 as an Authority funded unit beginning mid-year. Engine 24 will become a Contractor funded unit and be staffed from the fire budget at that time. As a result, the new ALS Agreement would enable the City of
Treasure Island to fund the EMS program up to $691,851 in budget year 2020, realizing the cost of the three new positions for \( \frac{1}{2} \) of the year. Beginning 2021, the three positions will be fully funded for the remainder of the agreement. This agreement has a provision of one five year extension.

**FUNDING**

The proposed EMS funding proposed by the 2019 ALS First Responder Agreement is reflected in the Proposed FY 2020 Budget in the EMS revenue account 001-342400 and EMS program budget.

**RECOMMENDATIONS**

Staff recommends the City Manager execute the 2019 ALS First Responder Agreement with Pinellas County EMS Authority for a five-year period effective October 1, 2019.

**Motion**

I move to adopt / deny the City Manager to execute the 2019 ALS First Responder Agreement with Pinellas County EMS Authority for a five-year period effective October 1, 2019.
2019

EMERGENCY MEDICAL SERVICES

ALS FIRST RESPONDER AGREEMENT

CITY OF TREASURE ISLAND

October 1, 2019

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774
EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT

AGREEMENT made this ________ day of __________, 2019, between the CITY OF TREASURE ISLAND, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").

2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.

3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.

4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.

5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:
ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

- Appendix A. ALS First Responder Profile
- Appendix B. ALS First Responder Contractors
- Appendix C. EMS Equipment
- Appendix D. EMS Financial Information Attestation Form
- Appendix E. Instructor Reimbursement Form
- Appendix F. EMS Coordinator Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.
SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

(a) The response of an ALS First Responder Unit to the scene of an EMS Incident.

(b) The on-scene Patient care by Field Personnel.

(c) The continuation of Patient care, when Contractor’s Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter. The transport of Patients to a medical facility, in extraordinary circumstances, shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.

(d) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“ALS” means Advanced Life Support.

“ALS First Responder Services” means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

“ALS First Responder Station” means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

“ALS First Responder Unit” means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.
“Advanced Life Support” means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

“Ambulance” means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

“Ambulance Contractor” means the entity selected by the Authority to provide ambulance service countywide.

“Annual Compensation” means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

“Annual External Audit” means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

“Authority Funded Unit” means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“BLS” means Basic Life Support.

“BLS First Responder Unit” means a vehicle equipped to provide Basic Life Support only.

“Basic Life Support” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“CAD” means the computer aided dispatch system.
“Caller” means a person accessing the response system by telephone.

“Continuing Medical Education” or “CME” means the medical education training program, through distance learning or classroom based courses, provided in accordance with the EMS Rules & Regulations.

“CME Instructor” means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“Contractor” means any one of the entities described on Appendix B.

“Contractor Funded Unit” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

“County” means Pinellas County, Florida, a political subdivision of the State of Florida.

“County Certified” means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.

“Course” means any individual CME offering available online through a sufficient number of classroom based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

“Department” means the State of Florida Department of Health.

“Disaster” means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.

“Emergency Medical Technician” or “EMT” means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.
“Emergency Medical Services” or “EMS” means the services provided by the Contractor pursuant to Section 104.

“EMS Advisory Council” means the advisory board established by the Special Act.

“EMS Districts” means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.

“EMS Emergency” means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.

“EMS Equipment” means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.

“EMS Incident” means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.

“Emergency Response” means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

“EMS Mill” means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

“EMS Ordinance” means Chapter 54, Article III of the Pinellas County Code, as may be amended.

“EMS System” means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

“Executive Director” means the Director of the EMS System, or his or her designee.

“First Due Unit” means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

“Field Personnel” means Paramedics and EMTs employed by Contractor.

“First Responder Services” means ALS First Responder Services.
“Fiscal Year” means the year commencing on October 1 of any given year and ending on September 30 of the immediately-succeeding year.

“Force Majeure” means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

“Just Culture” means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

“Learning Management System” means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as
defined in the EMS Rules & Regulations.

“Medical Case Review” means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

“Medical Control” means the medical supervision of the EMS System provided by the Medical Director.

“Medical Control Board” means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

“Medical Direction” means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

“Medical Director” means a licensed physician, or a corporation, association, or partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“On-Scene Equipment Exchange Program” means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

“Paramedic” means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.
“Party” or “Parties” means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Priority Dispatch Protocols” means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

“Public Educator/Community Paramedic” means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

“Regional 9-1-1 Center” means the Communications Center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Response” means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

“Response Time” means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

“Rules and Regulations” means the rules and regulations adopted by the Authority, which is subject to amendment.
“Run Cards” means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.


“Special Events” means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Total Unit Hour Compensation” means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

“Transport” means the transportation of Patients to any destination by Ambulance.

“Uncontrollable Circumstance” means a Force Majeure, an EMS Emergency or a State of Emergency.

“Unforeseen Circumstances” means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

“Unit Compensation” means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

“Unit Hour Compensation” means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase
“which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

ARTICLE III
REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) Existing. Authority has all requisite power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) Enforceability. This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor’s rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) Financial Capability. Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) No Litigation. There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.
SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing.** Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against 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 creditor’s rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF CONTRACTOR
SECTION 401. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles.** At all times during the term of this
Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.
(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor’s negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor’s negligence.

**SECTION 402. PRIORITY DISPATCH PROTOCOLS.** Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

**SECTION 403. RESPONSE TIME.** Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor’s EMS District; and (3) for which Contractor’s ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

**SECTION 404. CONTINUING MEDICAL EDUCATION.**

(a) **Field Personnel.** Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor’s Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom based training
or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. **MEDICAL QUALITY CONTROL.**

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor’s EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor’s EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor’s employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor’s employee/employer
relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers’ compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority’s protocol for on-scene control of Patient care. If Contractor’s Paramedic is requested to ride to the hospital with the Ambulance Contractor’s Paramedic, Contractor’s Paramedic shall comply. Contractor’s Paramedic may also decide to ride to the hospital with Ambulance Contractor’s Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance.** Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

**SECTION 406. MEDICAL CASE REVIEWS.** Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.
SECTION 407. PERSONNEL.

(a) Training and Qualifications. All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) Standard of Conduct. Contractor’s personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor’s Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) Part-Time Employment. Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority’s Ambulance Contractor.

(d) EMS Coordinator. Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with Appendix F.

SECTION 408. STATE OF EMERGENCY ASSISTANCE, EMS EMERGENCY AND MUTUAL AID

(a) State of Emergency Assistance within Pinellas County. Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority’s authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.
(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Mutual Aid.** Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

**SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE.** Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor’s authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).
SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item’s identification number, the item’s description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor’s negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock, and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. PATIENT CARE REPORTING SYSTEM. Contractor shall cooperate with the Authority in refining and improving the fully-integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority’s electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor’s Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority’s patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor’s Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply
with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor’s EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and responding to EMS Incidents. Such evaluation shall be completed in FY19-20 with oversight by a mutually agreed steering committee.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) **Regional 9-1-1 Center.** Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center’s radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County’s public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center’s radio and data system following the County’s technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center’s data system, and access to the County’s 800MHz High Performance Data (HPD) system following the
County’s technical specifications. Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County’s technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority’s public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. LICENSURE AND CERTIFICATION. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor’s employees, as the case may be, shall be responsible for payment of any fees associated
with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractor’s or Authority’s personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

ARTICLE V
DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. MEDICAL DIRECTION AND CONTROL. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. CONTINUING MEDICAL EDUCATION. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally-located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit approved on Appendix A. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor’s property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority’s plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

SECTION 504. MEDICAL SUPPLIES. The Authority shall provide and replace, as necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to
Contractor’s designated medical supply receiving location. Contractor’s authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor’s negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor’s negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. EXTRAORDINARY MODIFICATIONS. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. BILLING. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. ECG EQUIPMENT AND MAINTENANCE. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor’s current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority’s option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being
replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor’s negligence.

**SECTION 508. BIOHAZARD WASTE COLLECTION.** The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

**SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT.** Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor’s current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority’s option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

**ARTICLE VI**

**INSURANCE AND INDEMNIFICATION**

**SECTION 601. MINIMUM INSURANCE REQUIREMENTS.** Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each
policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor’s Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

(a) Provide Workers’ compensation insurance as required by Florida Law.
(b) Provide commercial general liability, employers’ liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.
(c) Professional Liability Insurance, including errors and omissions, with minimum limits of $1,000,000 per occurrence; if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond the ending date of this Agreement. In lieu of “tail coverage” the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.
(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of $1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice
thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents’ acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.
ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) **FY 2019 – 2020.** Authority and Contractor have agreed to an amount reflecting Contractor’s submitted budget for EMS services during Fiscal Year 2019 – 2020. The approved budget amounts for the Fiscal Year commencing October 1, 2019, shall be equal to that shown on Appendix A.

(b) **Budget Submissions for FY2020–2021 thru FY2023–2024.** Contractor shall submit a budget by April 1st each year for the following Fiscal Year for the Authority’s review and approval. Budgets shall be prepared in the same manner as the budget submitted for FY 2019-2020, so long as said budgets are less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budgets.

(c) **Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.** Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority’s annual budget and capped therein. The amounts for FY19-20 are rescue units ($200,000), medic units ($100,000), and staff vehicles ($50,000).

(d) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(e) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for up to 1.0% of the Fiscal Year’s approved budget in accordance with Resolution 14-65 for station and overhead costs. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.
(f) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year’s budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1st of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix “A” prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year’s budget.

SECTION 702. **CME AND PUBLIC EDUCATION REIMBURSEMENT.**

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor’s cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to $60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed $125,000.00 in any Fiscal Year.

(b) **Reimbursement for CME Instructors.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor’s CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the $75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be
established through the Authority’s budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority’s approved budget amount until such time as a budget amendment raising such budget is approved.

(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor’s Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the $75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority’s budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment
may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority’s approved budget amount until such time as a budget amendment raising such budget is approved.

(d) **Reimbursement for Participation in Countywide Quality Improvement Committees.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor’s Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority’s budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority’s approved budget amount until such time as a budget amendment raising such budget is approved.
SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER UNIT. In the event Contractor fails to provide an ALS First Responder Unit, or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor’s Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. DEDUCTION FOR FAULTY DOCUMENTATION. In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient’s condition, the Patient’s demographic information, the Transport mileage, and all medical care rendered. Contractor’s Field Personnel shall obtain the Patient’s signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES. Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor’s cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

(a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor’s costs of production.
Only the effects of increased direct fuel prices—excluding any effects of increased fuel consumption, overhead allocations and indirect costs—shall be considered.

SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the “EMS Financial Information Attestation Form” prepared by the Contractor and signed by the Contractor’s auditor. The required “EMS Financial Information Attestation Form” is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the “EMS Financial Information Attestation Form” within ten (10) business days of Contractor’s receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor’s EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

SECTION 707. FUTURE/ADDITIONAL SERVICES. Contractor and Authority understand that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be effected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor’s obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such
additional services.

SECTION 708. ADDITIONAL UNITS.

(a) Authority Funded. During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually-agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually-agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix “A” by the Parties.

(b) Contractor-Funded. Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor’s operations. Contractor shall make available to Authority for its examination, its records with respect to all matters
covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority’s right to observe and inspect operations or records in Contractor’s business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor’s operations or audit or examine Contractor’s records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor’s employees’ duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2019 and ending at midnight September 30, 2024, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority
and Contractor approval prior to July 1, 2024. References in this Agreement to “Term” shall include the initial term of this Agreement and all extensions thereof.

SECTION 802. TERMINATION.

(a) By Authority for Cause. This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), “cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) By Contractor for Cause. This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) By Authority or Contractor without Cause. This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) Provision of Emergency Medical Services upon Termination. In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor’s EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.
SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party’s submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX
MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to
all employees and applicants for employment, notices setting forth the provisions of this
nondiscrimination clause.

SECTION 902. NOTICES. All notices, consents and agreements required or
permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted
by registered or certified mail, return receipt requested, with notice deemed to be given
upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. Subject to Section 912,
this Agreement, as amended, and all Appendices hereto, constitute the entire and
complete agreement of the Parties with respect to the services to be provided hereunder.
This Agreement, unless provided herein to the contrary, may be modified only by written
agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver
any instruments and to perform any acts that may be necessary or reasonably requested
in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity,
interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this
Agreement, no delay or failure to exercise a right resulting from any breach of this
Agreement shall impair such right or shall be construed to be a waiver thereof, but such
may be exercised from time to time and as often as may be deemed necessary. Any
waiver shall be in writing and signed by the Party granting such waiver. If any
representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the
extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this ________ day of ______________________, 2019.

ATTEST: KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY
By and through its Board of County Commissioners

_______________________________
Deputy Clerk

_______________________________
Chairman

Countersigned: CITY OF TREASURE ISLAND, FLORIDA

_______________________________
City Manager

Approved as to Form: Attest:

_______________________________
City Attorney

_______________________________
City Clerk
# Appendix A

## ALS First Responder Profile

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<thead>
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<td>EMS Administrative Coordinator – 50% FTE</td>
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### FY19-20 Annual Compensation

FY19-20 = $691,851 which includes 50% of 2nd position staffing for Rescue 24.

FY20-21 and Future Years = Per submitted budget including 100% of 2nd position staffing for Rescue 24.

### Projected Capital

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## Appendix B
### ALS First Responder Contractors

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<tr>
<td>CITY OF CLEARWATER</td>
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<td>PINELLAS SUNCOAST</td>
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<td>7047 Sunset Drive South</td>
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<td>Oldsmar, FL 34677-3655</td>
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<tr>
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<tr>
<td>Palm Harbor, FL 34684</td>
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Appendix C
EMS Equipment

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority, except for equipment to be provided by Contractor listed below.

- Philips MRx ECG Monitor/Defibrillator, or successor model, with the following clinical specifications: biphasic defibrillation, Q-CPR meter, pulse oximetry, waveform capnography, pacing, 12 lead acquisition and transmission, and non-invasive blood pressure monitoring as determined by the Medical Control Board and Authority for all Authority Funded and Contractor Funded ALS First Responder Units to include all patient cables, accessories, cases, battery chargers and batteries as needed.

- Phillips MRx ECG Monitor/Defibrillators, or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department
Appendix D
EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:
In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor’s receipt of Annual External Audit.

To be completed by Contractor:
City or Fire District (Contractor) _________________________________________
Fiscal Year _________________________________________
Name of Person Completing Form _________________________________________
Phone Number and Email Address _________________________________________

1. EMS Funding Received by Contractor $______________________
2. EMS Allowable Costs Incurred by Contractor $______________________
3. Difference (If excess, amount due to Pinellas County) $______________________

PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND SUPPORTING DOCUMENTATION AS NEEDED.

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

________________________________________
Signature and Date, Contractor’s External Auditor
### INSTRUCTOR REIMBURSEMENT FORM

**Agency**

**CME Instructor Name**

<table>
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<tr>
<th>Course Name (a)</th>
<th>Date</th>
<th>Start Time</th>
<th>Stop Time</th>
<th>Location</th>
<th>PCEMS Authorized Code (b)</th>
<th>Straight Time (ST)</th>
<th>Overtime (OT)</th>
<th>Backfill (BF)</th>
<th>Backfill Name (c)</th>
<th>Hours Worked (d)</th>
<th>Hourly Rate w/ benefits</th>
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**TOTAL Reimbursement Amount:**

- $ 

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**Print Name & Title**  
Submitted By - Authorized Signature  
Date

**Notes:**

(a) One Instructor per form

(b) Course Name (i.e. January CME, Public Education Class, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)

(c) For reimbursement the class must be preauthorized by PCEMS through the issuance of an Authorized Class Code.

(d) First Name, Last Name of person covering - must be same rank or below.

(e) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

---

**Attachment:** 2019 ALSFR Agreement - Treasure Island - FINAL (2120 : ALSFR Agreement)
Appendix F

EMS Coordinator Duties and Responsibilities

LICENSURE/CERTIFICATION/REGULATORY
1. State EMS License and vehicle permits are maintained and renewed
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor’s agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

LIASION
8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority’s Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS related meetings.

EQUIPMENT AND LOGISTICS
12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level “C” Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

PATIENT CARE REPORTS
19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS related meetings and quality improvement committees.

CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.
DATE: August 8, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Southwest Little League Non-Exclusive License Agreement

BACKGROUND
Resolution 94-12, states that the City shall support financially only the Southwest Little League and shall effective with the 1995 season, designate Bill Lyons Field as the home field for Southwest Little League. As such, Southwest Little League shall have first priority to the use of Bill Lyons Field. However over the past few years, the City has shifted some of the financial responsibilities to the league such as the cost of the annual Health Department Permit for the concession stand, the purchase of equipment used by the league and the purchase of the clay for the ballfield. The City maintains the facilities including the concession/restroom building and the ballfield lights, fence, dugout and bleachers.

Southwest Little League uses Bill Lyons Field as well Egan and Hurley fields on St Pete Beach for league play. Both the cities of Treasure Island and St Pete Beach have not had formal agreements with the Southwest Little League to use the respective city properties.

POLICY / PURPOSE
Commission approval is required to enter into a Non-Exclusive License Agreements.

STRATEGIC PLAN RELEVANCE
Goal 2: Create and maintain functional and cost effective City facilities and grounds to serve the needs of the community. Objective 3: To increase usability and functionality while working towards self-sustaining recreation facilities

ANALYSIS / DISCUSSION
As both cities have not had formal agreements with the Southwest Little League, St Pete Beach Recreation Director Jennifer McMahon and I worked together on an agreement that formalizes the partnership and outlines the respective duties and responsibilities of each party. Recreation Director McMahon presented an Agreement to the St Pete Beach Commission on August 13, 2019 for consideration and approval.
The Non-Exclusive License Agreement permits the Southwest Little League to utilize Bill Lyons Field at Rosselli Park, including the baseball field, parking and concession/restroom facility for its Spring and Fall seasons. Spring season is held from March 1 through June 30 and Fall season is held from October 1 through December 30, which allows for team practices, league play and tournaments.

The term of the Non-Exclusive License Agreement is for an initial term of one year from October 1, 2019 through September 30, 2020 with an option to renew for five additional one year terms. Renewal of the Non-Exclusive License Agreement is conditional on Southwest Little League providing the City the following items annually:

1. Current by-laws for the organization
2. List of the current officers and board members, including telephone numbers and addresses
3. Copy of insurance naming the City of Treasure Island as an additional insured entity and as required in the Non-Exclusive License Agreement
4. Schedule for each season submitted fourteen (14) days prior to the start of the Fall or Spring season
5. Level 2 Background Screening Results from the Department of Children and Families Clearinghouse on all volunteers and coaches. The law requires that all volunteers and coaches that assist more than 10 hours per month comply with Chapter 409.1757 Level 2 Background Screening requirements. All volunteers and coaches must proceed through a Level 2 Background Screening, which includes a fingerprint check with the Florida Department of Law Enforcement and the Federal Bureau of Investigations, prior to volunteering. Volunteers and coaches meeting the Level 2 requirements, that were completed within the last 5 years, and who have not had a 90 day or more break in service, would not be required to be redone until the five year expiration date.

Southwest Little League shall ensure that all league participants sign a Waiver releasing the City of Treasure Island from any liability while participating in the Southwest Little League activities on City property. The Waiver must include the provisions as outlined in the Non-Exclusive License Agreement.

Southwest Little League is responsible for a number of conditions as outlined in the Non-Exclusive License which include the maintenance and repair of concession equipment and storage spaces in accordance with specifications established by the State Sanitation Code and the Pinellas County Health Department. Southwest Little League is responsible for obtaining and maintaining a valid Pinellas County Health Department Certificate and a Treasure Island Business Tax License for the concession stand operations. Additionally, Southwest Little League is required to maintain and repair the batting cage and scoreboard located at Rosselli Park. Other responsibilities include keeping the ballfield and surrounding areas free of debris and trash accruing from the concession stand operations or league play, and the purchasing of equipment and material required for league play and the maintenance of the ballfield.

The City will maintain the facilities as it has been to date including the ballfield, lights, dugouts, fence, bleachers and concession/restroom facility.
FUNDING
Both cities will charge a stipend per season to assist in off-setting the cost for facility improvements and maintenance. Southwest Little League will be required to pay the City for use of Bill Lyons Field $800 for the Fall season and $1,200 for the Spring season.

RECOMMENDATIONS
City staff has determined that there is a public benefit by entering into a Non-Exclusive License Agreement with Southwest Little League for use of Bill Lyons Field for an initial term of one year from October 1, 2019 through September 30, 2020 with an option to renew for five additional one year terms.

ATTACHMENTS
- Resolution # 94-12
- Non-Exclusive License Agreement between the City of Treasure Island, FL and the Southwest Little League, LLC
- St. Pete Beach City Commission Agenda Report and Agreement

MOTION
I move to approve and authorize the City Manager to enter into a Non-Exclusive License Agreement with Southwest Little League for use of Bill Lyons Field for an initial term of one year from October 1, 2019 through September 30, 2020 with an option to renew for five additional one year terms.
Non-Exclusive License Agreement
Between
City of Treasure Island, FL and the Southwest Little League, LLC

This Non-Exclusive License Agreement (hereinafter the “License”) by and between the City of Treasure Island, Florida, a municipal corporation (hereinafter the “City”), and the Southwest Little League, LLC, a Florida Corporation, with its principal place of business located at 253 Corey Ave, St. Pete Beach, FL, 33706 (hereinafter the “Licensee”), (collectively the “Parties”), is made and entered into on the _____ day of ____________ 2019.

WITNESSETH

WHEREAS, Licensee desires to use certain City-owned baseball field facilities identified in this License; and

WHEREAS, the City is agreeable to allowing Licensee to use the City-owned baseball field facilities identified in this License; and

WHEREAS, it is desirable that the respective duties and responsibilities of the respective Parties be set forth in a written agreement; and

WHEREAS, both Parties are in agreement that the services and instruction rendered by Licensee and the land dedicated and provided by the City are for the good and betterment of the community and in the best interest of the public; and

WHEREAS, the Licensee, by executing this License, consents to and agrees to be bound by all conditions of this License.

NOW THEREFORE, in consideration of the Licensee’s agreement to be bound by all of the terms and conditions of this License, the City grants the Licensee a License to utilize the City property identified in this Agreement, subject to the limitations as set forth below:

1. Recitals Acknowledged. The above recitals are true and correct and are incorporated by reference.

2. Purpose, Scope, Uses. The principal purpose of the City granting the privileges under this License is to allow the Licensee to use certain City-owned baseball field facilities for baseball related activities and is strictly limited to the following conditions:

   a. Permitted Use Area and Permitted Uses: The Licensee is permitted to utilize City-owned baseball field facilities located at Rosselli Park, including the Bill Lyon’s Field, Concession and Restroom Facilities, bleachers, score board, and baseball diamond and dugouts for baseball games and practices pursuant to the Schedule provided in accordance with this License. The “Schedule” is the listing of Licensee’s Fall Season and Spring Season that is submitted at least 14 days prior to the start of those respective seasons. Fall and Spring Seasons are
collectively referred to as “Seasons”. For the purpose of this License, the Fall Season begins October 1 and runs through December 31. Spring Season begins March 1 and runs through June 30. Licensee agrees to use the City property only for lawful purposes and in accordance with this License.

b. **Public Use of Premises.** The Permitted Use Area must be open and available for use by the public during the Licensee’s operations.

3. **Fees and Payment Schedule.** At least 14 days prior to October 1 of each year of the Term, the Licensee shall pay the City $800 for use of the Permitted Use Area during the Fall Season. At least 14 days prior to March 1, the Licensee shall pay the City $1,200 for use of the Permitted Use Area for the Spring Season. The License fee may be adjusted by the City from time to time, but will not be adjusted more than one time annually with a three percent 3% increase maximum.

4. **Term.** This License will be in effect from October 1, 2019 through September 30, 2020, with an option to renew for five additional one year terms. Renewal of this Agreement is conditioned on the Licensee providing to the City each of the following annually:

   a. Current by-laws for organization;
   b. List of current officers and board members, including their telephone numbers and addresses;
   c. Copy of insurance with the City listed as an additional insured;
   d. Schedule for Seasons fourteen (14) days prior to the beginning of each Season (Fall and Spring); and
   e. Level 2 Background Screening Results from the Department of Children and Families Clearinghouse on all volunteers and coaches.

Should the Licensee desire to renew this License, it must provide written notice, in accordance with Paragraph 20 of this License, to the City at least 60 days prior to the expiration of the term.

5. **Release, Indemnity, and Injuries.** Injuries to participants or spectators of Licensee’s programs must be reported to the City within 24 hours of the incident or the next business day if the incident occurs on the weekend. If 911 is called, Licensee must notify the Recreation Department at 727-547-4575, Ext. 238, the same day of the injury. Licensee shall ensure that all participants in its programs have a signed release and that that release must include the following provision:

“I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the City of Treasure Island, its members, officers, servants, representatives, agents, and employees from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that I may sustain to my person and/or my property while participating in the South West Little League, LLC’s (the “League”) activities while utilizing City property. I am fully aware of the risks and hazards connected with my participation, including
the risk of injuries which could cause death. I AM VOLUNTARILY PARTICIPATING IN THE LEAGUE’S PROGRAMS ON CITY PROPERTY AND ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained as a result of my participation. Parents or legal guardians of minor children (under 18 years of age) participating in this tour shall indicate consent to this Waiver & Release on their child’s behalf by signing their child’s name and the parent’s name in the space provided below.”

This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to the Permitted Use Area identified above. The City, in its sole discretion, will have the authority to review any injury or accident incident and determine whether to remove the suspension or terminate this License.

6. **Weather Events and Field Playability.** In all instances, the City retains the right to prohibit use of the Permitted Use Area due to weather events, field conditions, or for any other reason in the City’s sole discretion.

   a. **Weather events.** Licensee assumes all responsibility to monitor storm conditions and evacuate playing fields of participants and spectators when the threat of lightning approaches.

   b. **Field Conditions.** Licensee is responsible for coordination with the City regarding field conditions and the City may determine in its sole discretion whether or not the field conditions are suitable for use. If damage to the field results from the use of the field following the City’s determination that the field is not suitable for play, Licensee will be financially responsible for the repair of the field and the City may immediately terminate this License.

7. **Rules and Regulations.** Licensee is authorized and instructed to make, keep and maintain reasonable rules and regulations for its members that do not conflict with City rules and regulations regarding the use of the Permitted Use Area. Those rules and regulations must follow the International Little League Standards (“ILLS”) and be non-discriminatory. The Licensee agrees to enforce City park rules posted at Rosselli Park.

8. **Little League Standards.** This License is specifically conditioned on Licensee continuing to run its programs in accordance with the ILLS, and in such a manner that Licensee’s activities are open to all eligible youth who wish to participate, regardless of ability, sex, or race. In the event Licensee fails to adhere to this policy or violates this policy, the City may terminate this License.

9. **Licensee Obligations (Seasons).** During the Season, the Licensee shall:

   a. Maintain the Permitted Use Area to ensure the area is free of paper and debris accruing from the operation of any concession stand and Licensee’s activities.
Licensee agrees to keep the Permitted Use Area in a sanitary and clean condition, ordinary wear, tear, and damage by the elements excepted.

b. Assure that it is in full compliance with any applicable City, County or State noise ordinances and regulations.

c. Empty all trash containers at Rosselli Park following any of the Licensee’s activities.

d. Turn off field lights by 10:00 p.m. nightly. In the event that ball field lights are left on and City Staff is contacted to go and turn off lights, the Licensee will be billed for the overtime of that staff person with a two (2) hour minimum call back time.

e. Line all fields (provide dust, paint, and trash liners) and supply field clay.

f. Supply and maintain all bases, anchors and field equipment.

g. Obtain the written prior approval of the City Recreation Department before making any physical improvements or additions to the Permitted Used Area, including, but not limited to, any and all signage on fencing.

h. Assure that competent and experience personnel and instructors are hired or contracted by Licensee at all times in order to assure that there is full compliance with all terms and limitations of this License. Licensee will assure that personnel or instructors employed for services are professional in their dealings with the public. Licensee will provide personnel with the necessary and appropriate technical, safety and operational training to carry out its operations in a safe manner. The Licensee will perform appropriate background screening for all employees and volunteers with the Florida Department of Law Enforcement and the Federal Bureau of Investigations at the expense of Licensee, and provide the City with a copy of the screening. If any employee or volunteer is found to have been convicted of any of the following offenses, he or she will not be allowed to work with, volunteer with or supervise children on City property and Licensee shall ensure compliance with this provision. If the City determines that the Licensee is in violation of this provision, the City may terminate this License immediately.

- Sex Offenses and Misconduct
- Violent Felonies
- Felonies (other than sex or violence related) within the past 10 years
- Any child abuse or domestic violence convictions
- Misdemeanors within the past seven years

i. Maintain control of coaches, referees, participants and spectators.

j. Report damage and vandalism to the Permitted Use Area and City equipment within
24 hours to the City Recreation Department in accordance with paragraph 5 of the License.

k. Make every effort to promote the Licensee’s activities to the City of Treasure Island community.

l. Provide the Schedule of the Licensee activities at the Permitted Use Area at least fourteen (14) days prior to the start of the Fall and Spring Seasons.

11. **Licensee Obligations (Term).** In addition to performing this obligation during the Season, the Licensee shall:

a. Maintain and repair concession equipment and storage spaces in accordance with specifications established by the State Sanitation Code and the Pinellas County Health Department. In addition, Licensee is responsible for obtaining and maintaining a valid Pinellas County Health Department Certificate. This Certificate must include the City.

b. Maintain and repair the batting cage and scoreboard located in the Permitted Use Area on a regular basis. Maintenance of the scoreboard includes any and all necessary repairs for the scoreboard to be in good working order. Failure to maintain the batting cage may result in removal of the cage by the City.

c. At least 14 calendar days in advance, obtain City approval for the use of the Permitted Use Area for any events that are not contained on the Schedule. Any use of the Permitted Use Area by the Licensee outside of the Season is subject to the terms and conditions specified in this License and upon City approval.

d. Obtain and maintain a Business License with the City.

e. Provide the City with the Licensee’s current bylaws and list of officers, including telephone numbers and addresses, annually.

f. Licensee accepts the Permitted Use Area “As Is” in its current condition.

12. **City Representations.** To the extent the maintenance obligation has not already been designated as the Licensee’s in this License, the City agrees to maintain the facilities in the Permitted Use Area as it has been to date, including the playing fields, lights, dugouts, fencing, bleachers, structure of the restrooms and concession buildings.

13. **License Components.** This License, including any attached endorsements and exhibit(s), constitutes the entire License granted by the City to the Licensee on the subject matter of this License, and may not be changed, modified, discharged or extended except by written endorsement duly executed on behalf of the City and Licensee. The Licensee agrees to be bound
by and to comply with the provisions of all endorsements enumerated in and attached to this License, as may be from time to time included, amended or modified by the City.

14. **No Waiver of Applicable Regulations.** Nothing in this License will be construed to exempt the Licensee from full compliance with all applicable federal, state and local laws and regulations. Prior to using the Permitted Use Area and throughout the Term of this License, the Licensee agrees to fully comply with all requirements of the City, Pinellas County, the State of Florida, and Federal Law as may be required by law for the operation of its operations. The Licensee will use the designated Permitted Use Area only for the purposes stated and no unlawful uses will be permitted to occur by the Licensee whatsoever.

15. **Limitations of Interest and Encumbrances.** The Licensee agrees that the Licensee will not obtain any prescriptive rights, easements, or other legal or equitable interest in the Permitted Use Area by reason of the execution of this License, or by compliance with the terms thereof by Licensee. Ownership of the Permitted Use Area, as defined in this License, at all times remains in the public domain, held in trust by the City, and the Licensee will not do anything inconsistent with that public ownership. The granting of this License does not vest in the Licensee any interest in the Permitted Use Area as defined in this License. The Licensee must not mortgage, encumber or lien the Permitted Use Area, and the Licensee must not cause or create any interests in real estate or any encumbrances upon any such real property.

16. **Hold Harmless and Indemnity.** The Licensee must indemnify and hold harmless the City, its officers, agents and employees of the City from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees and costs arising out of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether concurring or contributory) of the Licensee, or the officers, agents, independent contractors, employees or invitees of the Licensee, arising out of or in connection with, directly or indirectly, the License, or in the use of the Permitted Use Area. Such obligation must not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the License. This indemnification provision will not be limited to the amount of insurance required by this License. This indemnification provision will survive five (5) years following the termination or expiration of this License.

Nothing contained in this License will be construed as a waiver of any immunity from or limitation of liability the City may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes. This provision will survive the termination or expiration of this License.

17. **Insurance.** Licensee agrees to maintain the insurance coverages defined below in accordance with the laws of the State of Florida. The amount of insurance required in this License may be amended from time to time by the City, upon reasonable notice to the Licensee. The City must be named as an additional insured in any commercial liability insurance policy required below, and those policies must contain a provision waiving all subrogation rights against the City. Licensee must deliver to the City, upon execution of this License and prior to beginning use of the Permitted Use Area, for each year thereafter during the term of this License, certified copies of the below policies or a certificate evidencing their existence. In the event a binder is delivered, it must
be replaced within ten days by a certified copy of the policy. Each such copy or certificate must contain a valid provision or endorsement that the policy may not be canceled, terminated, adversely changed or modified without giving ten days’ written notice thereof to the City. Licensee must deliver to the City, at least fifteen (15) calendar days prior to a policy’s expiration date, a renewal policy, except for any policy expiring on the expiration date of this License.

a. **Commercial General Liability Insurance**: Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a commercial general liability insurance policy, including public liability and property damage, acceptable to and approved by the City, covering the Permitted Use Area and all operations to be conducted on the Permitted Use Area including but not limited to, premises operations, products/completed operations, products liability, contractual liability, independent contractors, personal injury and advertising injury and $1,000,000 per occurrence and $2,000,000 general aggregate and $2,000,000 products/completed operation aggregate.

b. **Commercial Automobile Liability**: Licensee must provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.

c. **Workers’ Compensation Insurance**: Licensee must maintain adequate workers’ compensation insurance in the amounts as required by Florida law for all employees and volunteers. The limits will be Florida statutory for Workers’ Compensation and the Employer’s Liability limits will be $500,000 for each employee, $500,000 for each employee disease, and $500,000 for aggregate disease.

d. **Property Insurance**: Licensee will be responsible for all damage to its own property, equipment, and/or materials.

The City of Treasure Island must be included on all Releases of Liability and Acknowledgements of Assumption of Risk.

18. **TERMINATION.** THIS LICENSE IS AND THE LICENSEE ACKNOWLEDGES THAT THIS LICENSE IS REVOCABLE AT WILL BY THE CITY. THIS LICENSE IS SUBJECT TO BEING WITHDRAWN AND TERMINATED BY THE CITY AT ANY TIME, FOR ANY REASON, UPON FIVE (5) CALENDAR DAYS’ WRITTEN NOTICE GIVEN TO THE LICENSEE AS PROVIDED FOR IN THIS LICENSE. THE CITY, IN ITS SOLE DISCRETION, WILL HAVE THE AUTHORITY TO DETERMINE WHETHER TO TERMINATE THIS LICENSE, AND THE LICENSEE AGREES THAT THE CITY’S DISCRETION IN ANY TERMINATION OF THIS LICENSE WILL NOT BE SUBJECT TO JUDICIAL REVIEW OR CHALLENGE, BUT WILL BE FINAL.

19. **NON-RELIANCE.** LICENSEE UNDERSTANDS AND AGREES THAT IT HAS NOT AND WILL NOT RELY UPON ANY GRANT OR PROMISE OF GRANT OF
THIS LICENSE IN ANY MANNER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EXPENDITURE OR INVESTMENT OF FUNDS.

20. **Notices.** Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: the Southwest Little League, LLC, or any agent or employee of the Licensee, or delivered to the Licensee’s representative at the address listed above. The time of rendition of such notice or communication is the time when the notice is mailed, or personally delivered. Any notice or communication which Licensee may desire to give the City is agreed to as rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: City Manager, City of Treasure Island, 120 108th Avenue, Treasure Island, FL 33706, and the time of rendition of such notice or communication is the time when the notice is mailed. Each party may provide a change of address notice and the change of address notice is effective upon receipt.

21. **Miscellaneous Provisions.** Licensee further agrees to comply with and be bound by the following provisions:

- **Successive Interest.** The rights and obligations of the Licensee pursuant to this License will inure to and are binding upon the Licensee, its successors, assigns, and legal representatives. The Licensee must not assign or sublet the License, in whole or part, without the express prior written permission of the City.

- **Construction of License.** The Licensee agrees that in the event of any litigation concerning the construction of this License or the interpretation of any language used in this License, that this License and any of its provisions will be interpreted in favor of the City. No provisions in this License will be construed against the City by virtue of this License having been drafted by the City.

- **Entire Agreement.** The License embodies the entire agreement of the City and the Licensee. There are no promises, terms, conditions, or allegations other than those contained in this License, and this License supersedes all previous communications, representations and agreements, whether written or verbal, between the Parties. This License may be modified or revoked at any time, for any reason, by the City, by delivering a copy of any modifications or superseding agreement to the Licensee, at the Licensee’s address provided in this License. The obligations in this License will survive the termination of this License. This License is governed by Florida laws and venue for purposes for any legal action lies in Pinellas County.

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

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

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

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

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

Furthermore, the Licensee agrees that all records stored electronically will be
provided to the City in a format that is compatible with the information technology
systems of the City. The Licensee will promptly provide the City with a copy of
any request to inspect or copy public records that Licensee receives with a copy of
the Licensee’s response to each request. The Licensee understands and agrees that
failure to provide access to the public records will be a material breach of this
License and grounds for termination.

**IF THE LICENSEE HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
THE LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS LICENSE, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT:**

City Clerk, City of Treasure Island
120 108th Avenue
Treasure Island, FL  33706
Tel: (727) 547-4575
Fax: (727) 547-4582

Non-Exclusive License Agreement
Between City of Treasure Island and Southwest Little League, LLC
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rnickerson@mytreasureisland.org

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

IN WITNESS WHEREOF, the City Commission of the City of Treasure Island, Florida, has executed this License effective the date first written above.

CITY OF TREASURE ISLAND, FLORIDA

By: ____________________________
   Garry Brumback, City Manager

By: ____________________________
   Ruth Nickerson, City Clerk

Attest:

ACKNOWLEDGEMENT OF CONDITIONS

Licensee hereby accepts the grant of the License contained in this License, and agrees to be bound by all terms, conditions and limitations imposed upon the Licensee pursuant to the License.

[INSERT NAME OF LICENSEE]

By: ____________________________
   [Printed Name], as _______

WITNESSED:

Printed Name: ____________________________

Printed Name: ____________________________