



City of St Pete Beach
Request for Proposal

**Pump Station #1 &
#2 Rehabilitation**

**Bid Proposal due by November 22nd, 2013,
10:00 A.M. at City Hall, St. Pete Beach, FL**

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I. **BIDDER'S CONTRACT PROPOSAL**

The company that is submitting a proposal declares that he/she has extensive experience in lift station rehabilitation and is also licensed to do so.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Proposal or in the Contract to be entered into; that this Proposal or Contract is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the RFP, Plans, and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he/she has satisfied himself/herself relative to the materials to supplied and work to be performed.

The bidder certifies that the information and responses provided within this proposal are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: "PUMP STATION #1 & #2 REHABILITATION".

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: "PUMP STATION #1 & #2 REHABILITATION".

COMPANY:
ADDRESS:

DATE:
PHONE:

BY: _____
(SIGNATURE)

NAME: _____
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this _____ day of _____, 2013

(Notary Public)

(My Commission Expires)

SUBMIT BID ITEMIZATION WITH PROPOSAL TO:
CITY OF ST. PETE BEACH

BID SCHEDULE

Base Bid:

Lump Sum Bid to provide all Labor, Materials, Equipment to complete station rehabilitations to **Pump Station #1** as per the RFP, Plans, and Specifications:

\$ _____

Bid written in words: _____

Lump Sum Bid to provide all Labor, Materials, Equipment to complete station rehabilitations to **Pump Station #2** as per the RFP, Plans, and Specifications:

\$ _____

Bid written in words: _____

Total for stations #1 & #2:

\$ _____

Bid written in words: _____

Alternates:

Alternate #1 – Furnish one spare pump for Pump Station #1 as per the plans and specifications:

\$ _____

Alternate #2 – Furnish one spare pump for Pump Station #2 as per the plans and specifications:

\$ _____

II. GENERAL CONTRACT DOCUMENTS

REQUEST FOR PROPOSAL

Pump Station #1 & #2 Rehabilitation

BID DOCUMENTS

- I. Bidder's Proposal & Bid Schedule
 - II. General Contract Documents
 - III. References
 - IV. Certificate of Insurance
 - V. Performance Bond
 - VI. Contract Agreement
 - VII. Bidder's Checklist
 - VIII. Contractor Education
 - IX. Vendor Form
 - X. Drawings, Specifications & Permits
-

LOCATIONS

The City of St. Pete Beach is soliciting proposals from qualified Construction Contractors for rehabilitation to pump stations #1 & #2.

Pump Station #1: 8665 Boca Ciega Dr.

Pump Station #2: 5503 Gulf Blvd.

BID SUBMITTALS

Bid documents must include a signed proposal, itemized bid description and fee schedule, project schedule, references, contractor's license and insurance certificates. Any major sub-contractor that will be hired by the contractor for this project must also submit references, contractor's license and insurance certificates. Refer to bidder's checklist for further details. Submit one original and 2 copies of all bid submittal documents. Failure to submit the required bid submittals could result in a contractor's bid being deemed incomplete or non-compliant with bid specifications and will not be reviewed for price.

BIDDER REQUIREMENTS

Contractors must have completed a minimum of three (3) commercial projects of similar size/scope and show continual work experience in lift station and utility construction for at least the last five (5) years. Contractor must be a licensed general contractor and be registered to be able to perform this scope of work in Pinellas County. All subcontractors, demolition, utility, building, electrical, plumbing, etc., must also be licensed contractors and registered to perform work within Pinellas County.

BIDDER INFORMATION

All Contractors must contact the CIP Construction Manager, via e-mail, with their intention to bid, along with their company name and contact information. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the website (www.stpetebeach.org) for additional project information as it becomes available.

MANDATORY PRE-BID MEETING

Mandatory pre-bid meeting will be held on November 8th, 2013, at 1:00PM at City Hall – 2nd Flr. Conference Room – 155 Corey Ave., St. Pete Beach, FL 33706

BID PACKAGES

Sealed bids will be received until 10:00AM, November 22nd, 2013, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Plainly marked as:

"Pump Station #1 & #2 Rehabilitation"

CONTACT INFORMATION

Renee Cooper, CIP Construction Manager

Mailing: 155 Corey Avenue **Office:** 7581 Boca Ciega Dr.

St. Pete Beach, Florida 33706

Office - (727) 363-9254 Fax - (727) 367-2736

E-mail - r.cooper@stpetebeach.org

SCOPE OF WORK

- Refer to Pump Station #1 & #2 Rehabilitation Drawings & Specifications dated October 2013, Bid Set, prepared by Kimley-Horn.
- Refer to FDEP permits.
- Project scope of work does include, but is not limited to, bypass pumping, temporary roadwork, demolition and debris disposal, pumps, rails, new hatches, piping, controls, SCADA, control building, flood wall construction, gates, odor control unit, generator, painting, site restoration, concrete flatwork, wet well construction, dewatering, etc.
- Contractor is responsible for all pumping of wastewater from the lift station during the project. Bypass pumps shall offer sound attenuation as to meet our City noise ordinance. Bypass pumps set up shall require a back-up pump and dialed alarm.
- Contractor will be responsible for creating an account with Duke Energy for temporary power needs, if necessary, at the site.
- Tree removal shall include the removal of all stumps.
- The contractor will be required to procure a City of St. Pete Beach Building Permit (at no fee) for this project.
- Warranty period shall be as per plans and specifications.
- Pump controls and SCADA systems are included under the scope of work. The contractor shall install the system complete.
- The City shall maintain all salvage rights to demolished materials.

DETAILED PROJECT INFORMATION

- The contractor shall carefully examine the project site and be familiar with the work required for the project. Investigate all site conditions that may affect execution of the work as detailed in the bid documents. Contact the City's Public Services Department or their designee for changes or alterations before proceeding. Contractor is responsible for field measurement and review of existing conditions.
- Work Hours shall be from 7:00AM until 5:00PM, Monday thru Friday. No work shall take place during the weekends or on City Holidays (Memorial Day, Independence Day, Labor Day, etc.). If weekend or holiday work is required, this must be approved by the CIP Construction Manager at least 1 week prior to the scheduled work. Contractor will coordinate scheduling of work with CIP Construction Manager
- Contractor is responsible for all utility locates through Sunshine One-Call.
- Site and surrounding properties must be kept free of construction debris and thoroughly cleaned upon completion
- All work to be completed within the project limits or City Right-Of-Way.
- Equipment left on site must be approved by CIP Construction Manager.
- Barricades, cones, and/or traffic control activities, ALL MOT requirements are the responsibility of the Contractor.
- Contractor is responsible for all cut and patch within the project limits as a direct result of work performed under this contract. All disturbed areas are to be patched back equal to or better than the existing.
- Contractor is responsible for all Stormwater BMPs. As per DEP's requirements for MS4's, please provide proof of Site Operator Training based on DEP's Stormwater, Erosion, and Sediment Inspector Training Class.

- Lumber or timber products should be produced and manufactured in the state if the products are appropriately available.
- Official Site Address for Duke Energy: Pump Station #1 – 8665 Boca Ciega Dr. – Acct. #64985-87407, Pump Station #2 – 5501 Gulf Blvd. – Acct. #09602-23483. Contractor shall hire an experienced, licensed electrician to complete any electrical work not provided by Duke Energy. Contact Duke Energy at 877-342-5372.

ADDITIONAL WORK DETAILS

Firms or persons wishing to bid on this project must be licensed, bondable and insured in accordance to the requirements of this proposal package. Contractors and sub-contractors must be certified, registered and/or licensed by the proper construction licensing boards for the work being performed. The contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Contract Documents to attention of the City of St Pete Beach Public Services Department at least ten (10) days before due date for Bids. Clarification of intent of Contract Documents if necessary shall be made available to bidders in form of Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals or accept any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City of St. Pete Beach also retains the right of selecting separate contractors for any particular bid item.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Schedule attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor shall within ten (10) days after receipt of the Notice of Award and before commencement of any operations hereunder execute the Contract. The Contractor must provide a work schedule and/or commence work within ten (10) days of the Contract signing at the discretion of the City. Any change to the start date or the work schedule must be submitted in writing to and approved by the City Manager or designee. The Contractor shall furnish a dated work schedule (what work completed on what date) with each invoice to aid the City. The work shall be discontinued on Saturdays, Sundays and all legal or City designated holidays, except for special operations that may be necessary in order to maintain, check or protect work already performed. Work may be permitted on weekends or holidays with approval from the City Manager or designee. No work shall be done at night without prior approval of the City Manager or designee.

COMPLETION DATE

September 1st, 2014

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project. Investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Services Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firms operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with traffic control and maintenance during the project. Contractor shall be provided with a staging area but will be required to control the area with fencing or barricades.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

The Contractor shall furnish the City with a performance and payment bond in a penal sum equal to the amount of the Contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this Contract. The Contractor shall execute such bond and a corporate bonding company licensed to transact such business in the State of Florida and acceptable to the City.

The expense of this bond shall be borne by the Contractor. If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney in fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed and liquidated damages in the amount of Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with Extra Work and Charges and Payments for Work Completed of this Contract.

CLAIMS FOR EXTRA COST

If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he/she shall give the City Manager or designee written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of emergency endangering life or property. In all cases the Contractor shall keep a correct account of the extra cost in such form as the City Manager or designee may direct and shall present such account supported by receipts to the City Manager or designee. The City shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent (10%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City

Manager or designee shall issue a certificate that the work has been completed and accepted by him under the conditions of this Contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- (a). Defective work not remedied
- (b). Claims filed or reasonable evidence indicating probable filing of claims
- (c). Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d). A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e). Damage to another Contractor.
- (f). Failure of the Contractor to keep his/her work progressing in accordance with his/her time schedule.

FINAL ESTIMATES

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor including said retained percentage but the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor

Before the approval of the final estimate, the Contractor shall submit evidence satisfactory to the City that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner.

If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing

with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at all times give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications, but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern. Detailed Specifications inserted elsewhere in these specifications govern the construction of the work to be done on this project only.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder. Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "...Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for him/her and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed. The State of Florida prevailing wage law requires that the Contractor shall fully comply with all provisions contained in Section 215.19, "Schedule of Prevailing Wage Rates for Specified Public Construction." The wage rates set forth by such determination shall apply to this project.

LIABILITY INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without twenty (20) days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor or hired by the Contractor.

The successful Contractor supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor. Such general and

excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

Commercial Liability Insurance \$1,000,000.00.
Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
Personal Injury for \$1,000,000.00 each occurrence.
Automobile Liability \$1,000,000.00.

General Workers Compensation Insurance as required by Florida law.
Builder's Risk Insurance.
Contractor's Pollution Liability Insurance Policy \$1,000,000
Marine General Liability Insurance including Longshore Harbor Worker's Compensation.

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his/her work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under his/her Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under his/her Contract. He/She shall designate a responsible member of his/her organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee or City, is hereby permitted to act, at his/her own discretion, to prevent such threatened loss or injury, and he/she must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

Arrange with owner for temporary parking areas to accommodate construction personnel and construction equipment. Parking for both stations will be at a minimum as the City does not own or maintain any City parking lots near the project sites.

TRANSPORTATION, HANDLING and STORAGE

Transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company or firm operating the vehicle.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection, City of St. Pete Beach and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the

waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or Designee on all applicable materials before applying those materials. The contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site. The contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. He /she shall not proceed until he/she has received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he /she will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that he/she has satisfied himself/herself as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint himself/herself with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facility concrete and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree.

In matters of restoration all materials, construction and workmanship shall be acceptable to the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. At the direction of the City Manager or his designee the Contractor shall be required to notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and

rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of his/her failure to do so, the City at the expense of the Contractor may do the same, and his/her Surety shall be responsible therefore.

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him/her, then the Contractor may on seven (7) days written notice to the City and the City Manager or designee stop work or terminate this Contract and recover from the City payment for completed bid items and any losses sustained, and a reasonable profit. If the City Manager or designee shall fail to issue any certificate for payment within ten (15) days after it is due, or if the City shall fail to pay the Contractor within thirty (30) days after its maturity and presentation any sum certified by the City Manager or designee, then the Contractor may on seven (7) days written notice to the City and the City Manager or designee stop work and give written notice of intention to terminate this Contract. If the City shall thereafter fail to pay the Contractor within seven (7) days after receipt of such notice, then the Contractor may terminate the Contract and recover from the City payment for completed bid items and any losses sustained, and a reasonable profit.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days' time thereafter, the City may, upon thirty (30) days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

This Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) days of a notice of the dispute between the parties, in that event, the controversy shall be submitted to arbitration administered by the American Arbitration Association under its commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

INDEMNITY

The Contractor shall indemnify and save harmless the City, and the City's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any action or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from that shall appear within the period of time as stated in the contract specifications from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the city or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than seven (7) days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if he/she should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed to take over his/her affairs, or if he /she should fail to prosecute his/her work with due diligence and carry the work forward in accordance with his/her work schedule and the time limits set forth in the Contract Documents, or if he/she should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by him, the City may serve written notice on the Contractor and the Surety on his/her performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

- (a) The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the City takes over the work and if the unpaid balance of the Contract price when the City takes over the work exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contract and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

- (b) The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.
- (c) The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee or the City of any term, provision or covenants of this Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost unless he /she shall show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill his/her Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

AS-BUILTS

As-Built drawings must be submitted on CD in .PDF and CADD file format.

BID REVIEW AND CONTRACT AWARD

The following criteria may be used in selection of the contractor (listed in no specific order): qualifications, competitive bid price, and demonstrated successful ability to complete similar projects as verified through references. Failure to submit all documents requested at the time of bid may deem the contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals or accept any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City of St. Pete Beach also retains the right of selecting separate contractors for any particular item. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bid proposals as it deems to be in the best interests of the City.

LOCAL, STATE AND FEDERAL COMPLAINE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

A PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall meet all State of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of this contract.

BID BOND

This project will require a 5% bid bond to be submitted with the proposal.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request re-submission. If only one proposal is received by the bid date and time listed, the proposal may or may not be rejected by the City depending upon bid review, available competition, and the needs of the City.

The City reserves the right to select a firm with or without interviews, and may decide to select any of the firms submitting proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFP during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFP shall be contacted.

III. REFERENCES & QUALIFICATIONS

Provide at least (3) three or more professional, business references with which you have contracted to provide similar services in the past (5) five years. Include the name of the person, their organization and telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past (5) five years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past (5) five years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firms operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid proposals as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested.

IV. CERTIFICATE OF INSURANCE

INSURANCE

Include in proposal an approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor is insured. **Some insurance coverage requirements may not be applicable to all RFPs and contracts.**

AWARD OF CONTRACT

The Contactor must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder with the following minimum coverage:

- Commercial Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Builder's Risk covering full value of the project with no coinsurance provision.
- Contractor's Pollution Liability Insurance Policy \$1,000,000
- Marine General Liability Insurance including Longshore Harbor Worker's Compensation (*seawall, dock, and other waterway projects only*)

**V.
PERFORMANCE BOND
(EXAMPLE)**

The Bidder shall, if awarded the contract, enter into a written Contract with the City of St. Pete Beach, Florida, and furnish a Contract Performance Bond in an amount equal to One-Hundred Percent (100%) of the bid for the performance of said Contract. Said Performance Bond shall be furnished within 10 consecutive calendar days after written notice being given of the award of the Contract.

STATE OF FLORIDA
COUNTY OF PINELLAS
CITY OF ST. PETE BEACH

BY THIS BOND, we, _____

(Contractor)

And

(Surety), are held and firmly bound unto the City of St. Pete Beach, Florida, (hereinafter called "City"), in the sum of:

\$ _____, Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presence:

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract dated _____ between Contractor and City for construction of Project No. _____, also known as _____ the contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.051 (1), Florida Statutes; supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and
3. Pays City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by Contractor under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force; and

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the said

As Contractor herein has caused these presence to be signed in its name by its

Under its Corporate Seal, and the said

As Surety herein has caused these presence to be signed in its name by its

Under its Corporate Seal,

This ____ day of _____, 20 ____.

CONTRACTOR:

WITNESS

BY:

TITLE:

(SEAL)

SURETY:

WITNESS

BY:

TITLE:

(SEAL)

VI.

**CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT**

THIS AGREEMENT is hereby executed this ___ day of _____, 20___, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and _____ (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than _____.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$_____ per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$_____, as full consideration for the goods or services provided hereunder.

5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of _____ months from final delivery, including all parts and labor associated with said repairs.

7. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of _____ months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and affect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for damages caused loss to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Contract. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorney's fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.

11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

12. This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida.

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

As to City:

City Manager
City of St. Pete Beach, Florida
155 Corey Avenue
St. Pete Beach, Florida 33706

16. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

17. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

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

Vendor

BY _____

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF ST. PETE BEACH, FLORIDA

BY _____
CITY MANAGER

ATTEST:

CITY CLERK

VII.

Bidder's Checklist



Bidder's Check List

- Bidder's Contract Proposal Form
- Bid Schedule, Price, and Product Information
- Project Schedule
- References and Qualifications (Three or More)
- Certificate of Insurance
- Bond (if required - refer to RFQ)
- Contractor Proof of License
- List of Subcontractors (also include Subcontractors License and Insurance Information)
- Contractor Education and Training
- Acknowledgement of Addenda

Contractor: _____

Contact Name: _____

Contact Number: _____

The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals or to accept any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City of St. Pete Beach also retains the right of selecting separate contractors for any particular repair items, if applicable. Failure to submit the required bid submittals could result in a contractor's bid being deemed incomplete, nonresponsive, or non-compliant with bid specifications and will not be reviewed for price or eligible for contract award.

VIII.

Contractor Education



City of St. Pete Beach
Public Services Department
155 Corey Avenue
St. Pete Beach, Florida 33706-1839
Phone: 727-363-9254 * Fax: 727-367-2736
www.stpetebeach.org

Contractor Education & Training

In concurrence with NPDES MS4 requirements, our staff has reviewed information and training materials on the topic of erosion and sediment control, illicit discharges, along with spill prevention and response as provided by the City of St. Pete Beach through the website and video links provided below.

Illicit Discharges:

[Illicit Discharges](#) [Illicit Discharge Training Video - Part 1](#) [Illicit Discharge Training Video - Part 2](#)

Construction Activities & BMPs:

[Discharges from Construction Activities](#) [Construction Site Stormwater Runoff Control](#)
[BMP Inspection and Maintenance](#) [Stormwater and the Construction Industry](#)

Erosion and Sedimentation Control:

[Erosion and Sedimentation Control](#)

Spill Prevention and Control:

[Spill Prevention and Control](#)

Local Resources:

[Pinellas County Watershed Management - Stormwater Runoff](#)
[Pinellas County Watershed Management](#) [City of St. Pete Beach Stormwater Fact Sheet](#)
[City of St. Pete Beach Public Services Department](#)

Company Name: _____

Signature: _____

Name/Title: _____

Date: _____

All site inspectors and site operators must be certified through the [Florida Stormwater, Erosion and Sedimentation Control Inspector Training](#) and certification program or an equivalent program approved by FDEP. All certification documents and copies of licenses must be provided to the City.

IX.
Vendor Form



New Vendor Request Form

Vendor Information

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Tax ID#: _____

(Employer ID Number i.e. 59-9999999 or Social Security Number i.e. 999-99-9999)
Vendor Numbers will not be assigned without Tax ID Number!!!

Payment/Remittance Address

(Where checks are to be mailed)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

(Accounts Receivable Phone)

(Accounts Receivable Fax)

Information Provided by

Name: _____

Telephone: _____ Fax: _____

X.

Drawings, Specifications & Permit



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

RICK SCOTT
GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

October 3, 2013

Mike Bonfield, City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
citymanager@stpetebeach.org

Re: General Permit for Construction of a Domestic Wastewater Collection/Transmission System
Project: Pump Station No. 2 Rehabilitation
Permit No.: CS52-0033693-053-DWC/CG
County: Pinellas

Dear Ms. Bonfield:

The Department has received your Notice of Intent to Use the General Permit to construct a domestic wastewater collection/transmission system in order to rehabilitate the City of St. Pete Beach's Pump Station No. 2. The project includes 24 and 30-inch gravity sewer pipes, one manhole, 12 and 16-inch force mains in addition to replacing an existing pump station with a triplex pump station. No additional flow will be treated at the City of St. Petersburg Northwest Water Reclamation Facility. The Department received this Notice on October 2, 2013.

The Department has no objection to your use of a General Permit for the construction of a collection/transmission system that has been designed in accordance with the standards and criteria set forth in Rule 62-604.400, Florida Administrative Code (FAC). In accordance with Rules 62-4.530(1) and 62-604.600(6)(a)1., FAC, construction of this project shall not begin until at least 30 days after the receipt date (referenced above) of Application Form 62-604.300(8)(a). All General Permits are subject to the general conditions of Rule 62-4.540, FAC, (attached), and Rules 62-604.600 and 62-604.700, FAC. The construction activity must conform to the description contained in your Notice of Intent to Use the General Permit. Any deviation will subject the permittee to enforcement action and possible penalties.

If you have any questions, you may contact Steven Kelly at (813) 470-5738 or via email at Steven.Kelly@dep.state.fl.us.

Sincerely,

for

Mauryn McDonald, P.E.
Water Facilities Program Administrator
Southwest District

MM/smk/admin

Attachments: General Conditions
Location of Public Water System Mains

cc: Steve Leavitt, P.E., City of St. Petersburg, Steve.Leavitt@stpete.org
Wayne White, P.E., Kimley-Horn & Associates, Inc., Wayne.White@kimley-horn.com
Jordan Walker, E.I., Kimley-Horn & Associates, Inc. Jordan.Walker@kimley-horn.com

62-4.540 General Conditions for All General Permits.

(1) The terms, conditions, requirements, limitations, and restrictions set forth in this Part are "general permit conditions" and are binding upon the permittee. The conditions are enforceable under Chapter 403, F.S.

(2) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. The permittee is placed on notice that violation of the permit may result in suspension or revocation of the permittee's use of the general permit and may cause the Department to begin legal proceedings.

(3) The general permit does not convey any vested rights or any exclusive privileges. It does not authorize any injury to public or private property nor any invasion of personal rights. It does not authorize any infringement of federal, state or local laws or regulations. It does not eliminate the necessity for obtaining any other federal, state or local permits that may be required, or allow the permittee to violate any more stringent standards established by federal or local law.

(4) The general permit does not relieve the permittee from liability and penalties when the construction or operation of the permitted activity causes harm or injury to human health or welfare; causes harm or injury to animal, plant or aquatic life; or causes harm or injury to property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and Department rules.

(5) The general permit conveys no title to land or water, nor does it constitute State recognition or acknowledgment of title. It does not constitute authority for reclamation of submerged lands. Only the Board of Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

(6) No general permit shall authorize the use of state owned land without the prior consent of the Board of Trustees of the Internal Improvement Trust Fund pursuant to Section 253.77, F.S.

(7) The general permit may be modified, suspended or revoked in accordance with Chapter 120, Florida Statutes, if the Secretary determines that there has been a violation of any of the terms or conditions of the permit, there has been a violation of state water quality standards or state air quality standards, or the permittee has submitted false, incomplete or inaccurate data or information.

(8) The general permit shall not be transferred to a third party except pursuant to Fla. Admin. Code Rule 62-4.120.

(9) The general permit authorizes construction and where applicable operation of the permitted facility.

(10) The permittee agrees in using the general permit to make every reasonable effort to conduct the specific activity or construction authorized by the general permit in a manner that will minimize any adverse effects on adjacent property or on public use of the adjacent property, where applicable, and on the environment, including fish, wildlife, natural resources of the area, water quality or air quality.

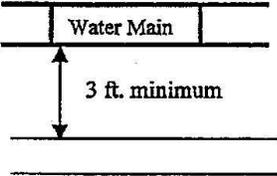
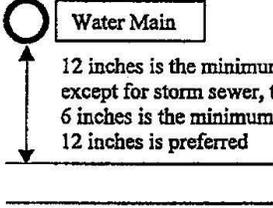
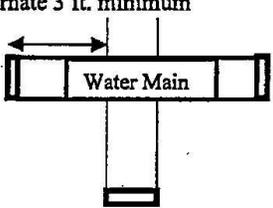
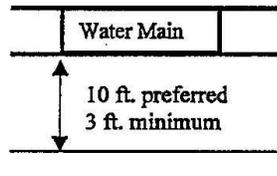
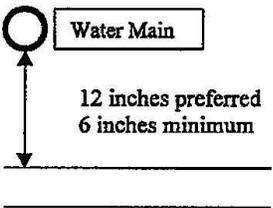
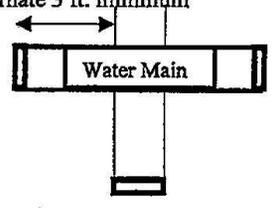
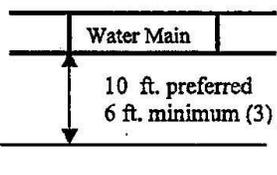
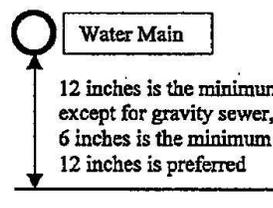
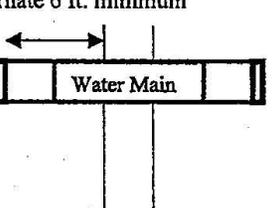
(11) The permittee agrees in using the general permit to allow a duly authorized representative of the Department access to the permitted facility or activity at reasonable times to inspect and test upon presentation of credentials or other documents as may be required by law to determine compliance with the permit and the Department rules.

(12) The permittee agrees to maintain any permitted facility, or activity in good condition and in accordance with the plans submitted to the department under Rule 62-4.530(1).

(13) A permittee's use of a general permit is limited to five years. However, the permittee may request continued use of the general permit by notifying the Department pursuant to Rule 62-4.530(1). However, the permittee shall give notice of continued use of a general permit thirty days before it expires.

Specific Authority 403.814(1) FS. Law Implemented 253.123, 253.124, 403.061, 403.087, 403.088, 403.702-403.73, 403.814, 403.851-403.864 FS. History - New 7-8-82, Formerly 17-5.54, Amended 8-31-88, Formerly 17-4.540.

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)			
Vacuum Sanitary Sewer			
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)			
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

(1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.

(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.

(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.

(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer -- This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

RICK SCOTT
GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

Notification of Acceptance of Use of a General Permit

Permittee:

City of St. Pete Beach
Mike Bonfield, City Manager
155 Corey Avenue
St. Pete Beach, FL 33706-1839
citymanager@stpetebeach.org

Permit Number: 0125980-972-DSGP/02

Issue Date: October 4, 2013

Expiration Date: October 3, 2018

County: Pinellas

Project Name: Pump Station No. 2

Water Supplier: Pinellas County Utilities

PWS ID: 652-1405

Dear Mr. Bonfield:

On October 2, 2013, the Florida Department of Environmental Protection received a "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" [DEP Form No. 62-555.900(7)], under the provisions of Rule 62-4.530 and Chapter 62-555, Florida Administrative Code (F.A.C.). The proposed project includes the replacement of an existing six-inch water main that serves a pump station.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule 62-555.405, F.A.C., all applicable rules in Chapters 62-4, 62-550, 62-555, F.A.C., and the General Conditions for All General Drinking Water Permits (found in 62-4.540, F.A.C.).

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule 62-555.345, F.A.C., the permittee shall submit a certification of construction completion [DEP Form No. 62-555.900(9)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form 62-555.900(8), F.A.C., with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

Permittee:
City of St. Pete Beach
Project: Pump Station No. 2
Page 2

DEP File No.: 0125980-972-DSGP/02

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule 62-4.030, F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION



For Maurn McDonald, P.E.
Water Facilities Program Administrator

Enclosures: A. General Permit Conditions
B. Clearance Requirements/Utilities Separation Requirements

cc: Sandra L. McDonald, P.E., Pinellas County, slmcdonald@pinellascounty.org
Wayne White, P.E., Kimley-Horn and Associates, Inc. wayne.white@kimley-horn.com

A. General Permit Conditions

The permittee shall be aware of and operate under the Permit Conditions below. These applicable conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes. [F.A.C. Rule 62-555.533(1)]

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in Subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be

required by law and at reasonable times (reasonable time may depend on the nature of the concern being investigated), access to the premises where the permitted activity is located or conducted to:

- a. Have access to and copy any records that must be kept under conditions of the permit;
 - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
- a. A description of and cause of noncompliance; and
 - b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.
9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.
11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.
12. This permit or a copy thereof shall be kept at the work site of the permitted activity.
13. This permit also constitutes:

- a. Determination of Best Available Control Technology (BACT)
- b. Determination of Prevention of Significant Deterioration (PSD)
- c. Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
- d. Compliance with New Source Performance Standards

14. The permittee shall comply with the following:

- a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
- c. Records of monitoring information shall include:
 - i. the date, exact place, and time of sampling or measurements;
 - ii. the person responsible for performing the sampling or measurements;
 - iii. the dates analyses were performed;
 - iv. the person responsible for performing the analyses;
 - v. the analytical techniques or methods used;
 - vi. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

B. CLEARANCE REQUIREMENTS

Requirements for clearance upon completion of projects are as follows:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form 62-555.900(9) *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation.*

2) Record Drawings, If Deviations Were Made

Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.).

3) Bacteriological Results

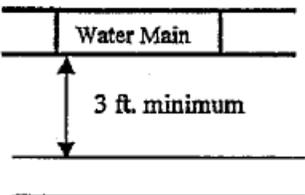
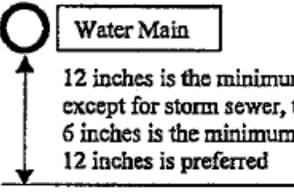
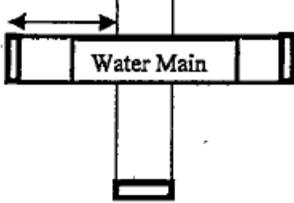
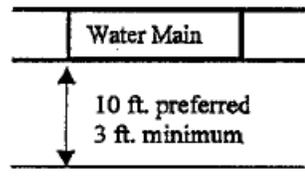
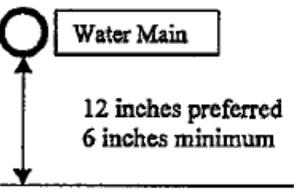
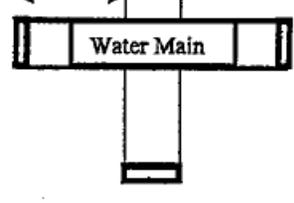
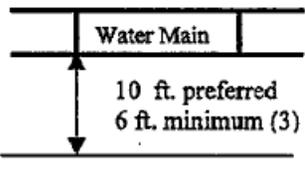
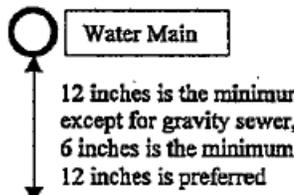
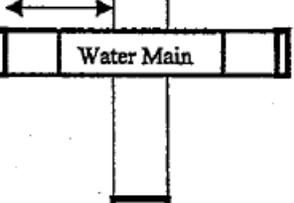
Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315(6), 62-555.340, and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92, as follows:

- *The endpoint of the proposed addition;*
- *Any water lines branching off a main extension;*
- *Every 1,200 feet of water main;*
- *Each location shall be sampled on two separate days (at least 6 hours apart) with sample point locations and chlorine residual readings clearly indicated on the report and/or drawings.*
- *Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.*

4) Pressure Test Results

Copy of satisfactory pressure test results demonstrating compliance with AWWA Standard requirements.

LOCATION OF PUBLIC WATER SYSTEMS MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	 <p align="center">3 ft. minimum</p>	 <p align="center">12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred</p>	<p align="center">Alternate 3 ft. minimum</p> 
Vacuum Sanitary Sewer	 <p align="center">10 ft. preferred 3 ft. minimum</p>	 <p align="center">12 inches preferred 6 inches minimum</p>	<p align="center">Alternate 3 ft. minimum</p> 
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	 <p align="center">10 ft. preferred 6 ft. minimum (3)</p>	 <p align="center">12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred</p>	<p align="center">Alternate 6 ft. minimum</p> 
On-Site Sewage Treatment & Disposal System	<p align="center">10 ft. minimum</p>	<p align="center">---</p>	<p align="center">---</p>

- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
 (2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
 (3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
 (4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

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