Welcome to the City of St. Petersburg City Council meeting. To assist the City Council in conducting the City’s business, we ask that you observe the following:

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.

2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.

3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.

4. Please do not pass notes to Council during the meeting.

5. Please be courteous to other members of the audience by keeping side conversations to a minimum.

6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.

7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

GENERAL AGENDA INFORMATION

For your convenience, a copy of the agenda material is available for your review at the Main Library, 3745 Ninth Avenue North, and at the City Clerk’s Office, 1st Floor, City Hall, 175 Fifth Street North, on the Monday preceding the regularly scheduled Council meeting. *The agenda and backup material is also posted on the City’s website at www.stpete.org and generally electronically updated the Friday preceding the meeting and again the day preceding the meeting. The updated agenda and backup material can be viewed at all St. Petersburg libraries.* An updated copy is also available on the podium outside Council Chamber at the start of the Council meeting.

If you are deaf/hard of hearing and require the services of an interpreter, please call our TDD number, 892-5259, or the Florida Relay Service at 711 as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, and every effort will be made to provide that service for you. If you are a person with a disability who needs an accommodation in order to participate in this/these proceedings or have any questions, please contact the City Clerk’s Office at 893-7448.
A. Meeting Called to Order and Roll Call.

Invocation and Pledge to the Flag of the United States of America.

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

If you wish to address City Council on subjects other than public hearing or quasi-judicial items listed on this agenda, please sign up with the Clerk prior to the meeting. Only the individual wishing to speak may sign the Open Forum sheet and only City residents, owners of property in the City, owners of businesses in the City or their employees may speak. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government.

Speakers will be called to address Council according to the order in which they sign the Open Forum sheet. In order to provide an opportunity for all citizens to address Council, each individual will be given three (3) minutes. The nature of the speakers’ comments will determine the manner in which the response will be provided. The response will be provided by City staff and may be in the form of a letter or a follow-up phone call depending on the request.

D. New Ordinances - (First Reading of Title and Setting of Public Hearing)

Setting April 6, 2017 as the public hearing date for the following proposed Ordinance(s):

1. approving a vacation of a 30-foot wide right-of-way known as 100th Avenue North, located west of 2nd Street North. (City File 16-33000020)

2. Approving a vacation of street and alley rights-of-way generally located between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically a 16-foot east/west alley in the block bounded by 6th Avenue South and Fairfield Avenue South between 22nd Street South and 23rd Street South, a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 24th Street South, a portion of 7th Avenue South between 22nd Street South and 23rd Street South, a portion of 23rd Street South between 7th Avenue South and 8th Avenue South and by Interstate 275, and a portion of 8th Avenue South located between 23rd Street South and by Interstate 275 and 24th Street South (City File 16-33000015)

3. An Ordinance deleting the current Section 20-28 of the City Code related to obstruction of public ways or buildings and replacing it with a new Section 20-28 prohibiting the obstruction of public sidewalks and abutting entryways.

E. Reports
1. **Resolution approving the Grant Agreement with the Greater St. Petersburg Area Economic Development Corporation ("EDC"), for its funding and operation, and committing the City’s investment of $100,000, for a four year term.**

2. **Sewer Report**

   (a) Approving a Construction Manager Contract between the City of St. Petersburg, Florida ("city") and The Haskell Company ("Haskell") for Haskell to provide preconstruction and construction services for projects to increase treatment, disposal and onsite stormwater treatment capacity to handle peak wastewater and stormwater flows during wet weather events at the Southwest Water Reclamation Facility ("CM Contract"); authorizing the City Attorney to make non-substantive changes to the CM Contract; authorizing the mayor or his designee to execute the CM Contract and all other documents necessary to effectuate this transaction; authorizing payment to Haskell in an amount not to exceed $399,734 for the preconstruction services (Project No. 17058-111 - WRF SW Construction Manager FY17; Oracle No. 15956); authorizing payment to Haskell in an amount not to exceed $162,500 for the premiums on bonds and insurance requirements pursuant to the CM Contract (Project No. 17058-111 - WRF SW Construction Manager FY17; Oracle No. 15956); approving a partial control estimate for Project No. 16109-111 - WRF SW Capacity Upgrade FY17 (Oracle No. 15965) in an amount not to exceed $4,595,138; approving a partial control estimate for Project No. 16110-111 - WRF SW New Injection Wells FY17 (Oracle No. 15838) in an amount not to exceed $1,269,000; approving a rescission of an appropriation in the amount of $2,303,353 in the Water Resources Capital Projects Fund (4003) from the COS Optimization Construction FY17 Project (Oracle No. 15783); approving a supplemental appropriation in the amount of $2,303,353 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) resulting from the above rescission to Project No. 16109-111 - WRF SW Capacity Upgrades FY17 (Oracle No. 15965); approving a supplemental appropriation in the amount of $119,019 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to Project No. 17058-111 - WRF SW Construction Manager FY17 (Oracle No. 15956).

   (b) Authorizing the Mayor or his designee to execute Task Order No. 16-01-GS/W to the Architect/Engineering Agreement (A/E) dated December 13, 2016 between the City of St. Petersburg, Florida and Grissom Smith, LLC in an amount not to exceed $60,267 for professional engineering services for the NEWRF Aeration Blower Replacement Project (Engineering Project No. 17075-111; Oracle No. 15925).

   (c) Authorizing the Mayor or his designee to execute Task Order No. 16-01-RE/W to the architect/engineering agreement (A/E) dated January 4, 2017 between the City of St. Petersburg, Florida and Reiss Engineering, Inc. in an amount not to exceed $40,750 for professional engineering services for the hydraulic modeling and flow analysis for the Flow Control Structure #2 Overflow Control Evaluation project (for total project services not to exceed $75,530). (Engineering Project No. 16085-111; Oracle No. 15285).

   (d) Authorizing the Mayor or his designee to execute Task Order No. 16-04-LWES/STB to the Architect/Engineering Agreement (A/E) dated July 19, 2016 between the City of St. Petersburg, Florida (City) and Land & Water Engineering Science, Inc. (LWES) in an amount not to exceed $94,445 for the Southwest Water Reclamation Facility Stormwater and Site Improvements Project (Engineering Project No. 17071-111; Oracle No. 15999).
F. **New Business**

1. Requesting Council's support for a Resolution declaring the City of St. Petersburg as an inclusive and welcoming city for all of its residents. (Councilmember Wheeler-Bowman)

   (a) A resolution declaring the City of St. Petersburg as an inclusive and welcoming city for all of its residents, regardless of immigration status, religion, country of origin, race, culture, ethnicity, sexual orientation, gender identity or expression or disability; declaring that the City will work with law enforcement to ensure that the City is prepared to respond to hate crimes or other requests for services from immigrant communities.

2. Requesting that Administration provide to City Council a report on the status of the purchase of the Carter G. Woodson African American Museum. (Councilmember Kornell)

3. Requesting that City Council vote to require a change to our standard Architectural/Engineering Agreement to include language that requires all consultants who complete reports or technical memorandums that are drafts and then later finalized to provide a written summary of changes that were made from the draft to the final version of the document at no additional cost to the City. (Councilmember Kornell)

G. **Council Committee and Intergovernmental Reports**

1. Public Arts Commission - (Oral) (Councilmember Kornell)

2. Tampa Bay Regional Planning Council - (Oral) (Councilmember Kornell)

3. Committee of the Whole: South St. Pete CRA Grant Process; Penny for Pinellas

4. **Budget, Finance & Taxation Committee (3/9/17)**

   (a) Resolution authorizing the Mayor or his designee to accept the proposals submitted by Brown & Brown of Florida, Inc. to provide property insurance coverage effective April 1, 2017, at a total estimated cost of $3,472,617.38 and to execute all documents necessary to effectuate this transaction.

5. Public Services & Infrastructure Committee (3/9/17)

H. **Legal**

1. Legal Update regarding lawsuit styled Scottsdale Insurance Company a/s/o BHF Central, LLC and BHF Central, LLC, Plaintiffs, v. City of St. Petersburg, Defendant. Pinellas County Case No: 16-005062-CI

2. A resolution approving the continued retention of Manson Bolves Donaldson Varn, P.A. as special legal counsel to the city to perform legal services related to the citizen lawsuit and related issues; for a total not to exceed amount of $80,000.00.

I. **Public Hearings and Quasi-Judicial Proceedings - 6:00 P.M.**

**Public Hearings**

*NOTE: The following Public Hearing items have been submitted for consideration by the City*
Council. If you wish to speak on any of the Public Hearing items, please obtain one of the YELLOW cards from the containers on the wall outside of Council Chamber, fill it out as directed, and present it to the Clerk. You will be given 3 minutes ONLY to state your position on any item but may address more than one item.

1. Confirming the preliminary assessment for Lot Clearing Number(s): LCA 1575.
2. Confirming the preliminary assessment for Building Securing Number(s) SEC 1221.
3. Confirming the preliminary assessment for Building Demolition Number(s) DMO 447.
4. Ordinance 1092-V approving a vacation of an ingress/egress easement dedicated as shown in OR Book 8698, Pages 947-949, located within Lot 9 of John Alex Kelly Pine Hill Subdivision and Lot 9 of John Alex Kelly's Georgian Terrace, generally located within the block between 90th Avenue North and 91st Avenue North between 4th Street North and 5th Street North. (City File 16-33000018)
5. Ordinance 1093-V approving a vacation of a 7-foot portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South as dedicated by the plat of Lot 1 of Coast Central Replat, located northwest of the intersection of Dr. Martin Luther King Jr. Street South and 6th Avenue South. (City File 16-33000022)
6. Ordinance 263-H amending Section 21-38(d) of the St. Petersburg City Code by adding Williams Park and Elva Rouse park to the list of locations where a permit to sell, serve, dispense, possess, use and/or consume beer or wine (for on premise consumption only) may be issued in connection with City sponsored or co-sponsored events.

Quasi-Judicial Proceedings

Swearing in of witnesses. Representatives of City Administration, the applicant/appellant, opponents, and members of the public who wish to speak at the public hearing must declare that he or she will testify truthfully by taking an oath or affirmation in the following form:

"Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"

The oath or affirmation will be administered prior to the presentation of testimony and will be administered in mass to those who wish to speak. Persons who submit cards to speak after the administration of the oath, who have not been previously sworn, will be sworn prior to speaking. For detailed procedures to be followed for Quasi-Judicial Proceedings, please see yellow sheet attached to this agenda.

7. Ordinance 104-HL approving owner-initiated listing of the 700 Block of 18th Avenue Northeast District, located between Walnut Street Northeast and Elm Street Northeast, as a local historic district in the St. Petersburg Register of Historic Places. (City File HPC 16-90300008)

J. Open Forum

K. Adjournment
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. Approving the purchase of SUVs from Alan Jay Ford Lincoln Mercury, Inc., for the Fleet Management Department, at a total cost of $1,869,860.48.

2. Accepting a bid from Ajax Paving Industries of Florida LLC, for the Treasure Island Causeway Trail Project, in the amount of $1,102,912.40, (Engineering Project No. 13075-112; Oracle No. 14036); and providing an effective date.

3. Approving additional blanket purchase agreements to Everingham Electric, Inc. and P & L Electric, Inc., for City-owned street lighting for the Public Works Administration at a total amount not to exceed $914,000.

4. Approving five-year blanket purchase agreements with Nubro, Inc., d/b/a Brodart Company, Midwest Tape, Baker & Taylor, and five other vendors for library books and related materials for the libraries, at an estimated annual amount of $717,000, for a combined total contract amount not to exceed $3,585,000.

5. Accepting the bid from Florida Safety Contractors, Inc., for the Downtown Intersection & Pedestrian Facilities FY15 and 2nd Ave and 2nd St S. Intersection Modifications Projects, in the amount of $663,259.38 (Engineering Project Nos. 15022-112 & 15077-112; Oracle Project Nos. 13765, 15090, 15638 and 13281); and providing an effective date.

6. Approving a three-year blanket purchase agreement to Chemrite, Inc. for calcium oxide for the Water Resources Department, in an annual amount of $659,940, for a total contract amount of $1,979,820.
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. Approving the renewal of Microsoft Office licenses from SHI Inc. for the Department of Technology Services at an annual cost of $314,929.28.

2. Accepting the bid from Hodge Management, LLC, for the Coliseum Window Replacement Project, in the amount of $159,359 (Engineering Project No.15204-219, Oracle Project No.15113); and providing an effective date.

3. Approving an increase to the allocation for the radios and electronic components agreement with Motorola Solutions Inc., in the amount of $98,000, for a total contract amount of $298,000.

4. Approving an increase in allocation for homeowner education and counseling assistance services with Tampa Bay Community Development Corp. and St. Petersburg Neighborhood Housing Services, Incorporated in the amount of $70,000, for a total contract amount of $140,000.

5. Accepting a bid from Zones, Inc. for antivirus software for the Department of Technology Services, at a total cost of $55,381.26.

6. Rescinding an agreement with Disposall Inc. of Pinellas, and approving a blanket purchase agreement with Portable Sanitation of Tampa Inc. for the rental of portable toilets, for an annual amount of $30,000, and a total contract amount not to exceed $60,000.

(City Development)

7. Resolution approving the plat of Abram C. Pheil Sub, generally located between Central Avenue and 1st Avenue South between 4th Street South and 5th Street South. (City File 16-2000009)

8. Authorizing the Mayor, or his Designee, to execute a Lease with CSX Transportation, Inc., to allow the City of St. Petersburg to use inactive portions of the railroad right-of-way from 1st Avenue North to Burlington Avenue North for short term parking and construction staging for the St. Petersburg Police Department headquarters, on a year-to-year basis with an initial annual rental rate of $20,000.

9. Authorizing the Mayor, or his Designee, to execute an Amendment Agreement with CSX Transportation, Inc., for an existing lease that allows the City of St. Petersburg to use
inactive portions of the railroad right-of-way for pedestrian access and parking for the St. Petersburg Police Department headquarters, on a year-to-year basis ("Lease") that amends the Lease by adjusting the Premises and modifying the rent structure.

(Public Works)

10. Authorizing the Mayor or his designee to execute Task Order No. 16-01-GS/W to the Architect/Engineering Agreement (A/E) dated December 13, 2016 between the City of St. Petersburg, Florida and Grissom Smith, LLC in an amount not to exceed $60,267 for professional engineering services for the NEWRF Aeration Blower Replacement Project (Engineering Project No. 17075-111; Oracle No. 15925).[MOVED TO REPORTS AS E-2(b)]

11. Authorizing the Mayor or his designee to execute Task Order No. 15-01-CBA/CFIP to the Architect/Engineering Agreement dated December 23, 2015, between the City of St. Petersburg and Canerday, Belfsky + Arroyo, Architects, Inc., in the amount not to exceed $51,400 for the pre-design phase services related to the laboratory building located at the Water Resources Administration Campus. (Engineering Project No. 17230-019; Oracle Project No. 14236)

12. Authorizing the Mayor or his designee to execute Task Order No. 16-01-RE/W to the architect/engineering agreement (A/E) dated January 4, 2017 between the City of St. Petersburg, Florida and Reiss Engineering, Inc. in an amount not to exceed $40,750 for professional engineering services for the hydraulic modeling and flow analysis for the Flow Control Structure #2 Overflow Control Evaluation project (for total project services not to exceed $75,530). (Engineering Project No. 16085-111; Oracle No. 15285).[MOVED TO REPORTS AS E-2(c)]

13. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-5-SC/T (as amended) to the Architect/Engineering Agreement (“A/E”) dated July 9, 2014 between the City of St. Petersburg, Florida and Sprinkle Consulting, Inc. in an amount not to exceed $8,570 for a total Task Order (as revised and amended) in an amount not to exceed $102,117 for additional construction phase services related to the Downtown Intersection & Pedestrian Facilities FY13 Project (Engineering Project No. 15022-112; Oracle Project No. 13765); and providing an effective date.

14. Authorizing the Mayor or his designee to execute Task Order No. 16-04-LWES/ STB to the Architect/Engineering Agreement (A/E) dated July 19, 2016 between the City of St. Petersburg, Florida (City) and Land & Water Engineering Science, Inc. (LWES) in an amount not to exceed $94,445 for the Southwest Water Reclamation Facility Stormwater and Site Improvements Project (Engineering Project No. 17071-111; Oracle No. 15999).[MOVED TO REPORTS AS E-2(d)]

(Miscellaneous)

15. Approving the minutes of the February 2, February 9, and February 16, 2017 City Council meetings.

16. A resolution rescinding $60,000 of the previously appropriated funding in the City Facilities Capital Improvement Fund (3031), Infrastructure to be Determined project (15675)(“Rescission”) and approving a supplemental appropriation in the amount of $60,000 from the increase in the unappropriated balance of the Capital Improvement Fund (3031) resulting from the Rescission to the K-9 Compound project (TBD).

18. Resolution approving precinct polling locations for the May 2, 2017 City of St. Petersburg Special Election Referendum.

19. Resolution opposing SB 398, HB 483 and similar legislation relating to Estoppel Certificates; urging the Pinellas County Delegation to oppose certain legislation; instructing the City Clerk to transmit this resolution to certain persons and entities. (Councilmember Kornell)
Note: An abbreviated listing of upcoming City Council meetings.

**Budget, Finance & Taxation Committee**  
*Thursday, March 9, 2017, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, March 9, 2017, 9:15 a.m., Room 100*

**CRA / Agenda Review**  
*Thursday, March 9, 2017, 1:30 p.m., Room 100*

**City Council Meeting**  
*Thursday, March 9, 2017, 3:00 p.m., Room 100*

**Committee of the Whole Meadowlawn Community Garden; Weeki Wachee Fund; Residential LDR Update**  
*Thursday, March 16, 2017, 8:00 a.m., Room 100*

**Youth Services Committee**  
*Thursday, March 16, 2017, 10:30 a.m., Room 100*

**Co-Sponsored Events Committee**  
*Thursday, March 16, 2017, 1:00 p.m., Room 100*

**Budget, Finance & Taxation Committee**  
*Thursday, March 23, 2017, 8:00 a.m., Room 100*

**Public Service & Infrastructure Committee**  
*Thursday, March 23, 2017, 10:30 a.m., Room 100*

**Housing Services Committee**  
*Thursday, March 23, 2017, 1:00 p.m., Room 100*

**Legislative Affairs & Intergovernmental Relations**  
*Thursday, March 23, 2017, 2:30 p.m., Room 100*
Civil Service Board
1 Alternate Member
(Term expires 6/30/17)

City Beautiful Commission
4 Regular Members
(Terms expire 12/31/16 and 12/31/18)

Nuisance Abatement Board
2 Alternate Members
(Terms expire 8/31/18 and 11/30/18)
PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.

2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications, the Applicant bears the burden of proof. Waiver of Objection: at any time during this proceeding Council Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.

3. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.
   a. Presentation by City Administration.
   b. Presentation by Applicant followed by the Appellant, if different. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. If the Property Owner is neither the Applicant nor the Appellant (e.g., land use and zoning applications which the City initiates, historic designation applications which a third party initiates, etc.), they shall also be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last.
   c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed.

4. Public Hearing. A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.

5. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
S A I N T  P E T E R S B U R G  C I T Y  C O U N C I L

Meeting of March 16, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a 30-foot wide right-of-way known as 100th Avenue North, located west of 2nd Street North. (City File No.: 16-33000020).

RECOMMENDATION: The Administration and the Development Review Commission recommend APPROVAL.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for April 6, 2017.

The Request:
The request is to vacate a 30-foot wide right-of-way known as 100th Avenue North, located west of 2nd Street North. The applicant intends to consolidate the property along with the street right-of-way to be vacated to construct a new 3-story, climate controlled, self-storage building.

Discussion:
As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-way would be consistent with the criteria in the City Code and the Comprehensive Plan.

The street right-of-way is not needed for public use or travel. The width of the right-of-way is substandard and is a dead-end. The minimum required street right-of-way width within the City for a local street is 50-feet. The subject vacation will allow the applicant to redevelop the existing property. Staff is recommending approval of the vacation to City Council, subject to the suggested conditions in the proposed ordinance.

Agency Review:
The application was routed to all affected City departments and outside utilities for review and comment. The City's Engineering Department, Duke Energy and Teco have utilities in the area to be vacated. The applicant will be responsible to relocate the utilities or dedicate a utility easement to protect the existing utilities.
DRC Action/Public Comments:
On February 1, 2017, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation.

RECOMMENDATION:
The Administration recommends APPROVAL of the right-of-way vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicant shall replat the street right-of-way and the subject property.
2. The existing utilities shall be relocated or a utility easement shall be dedicated over the street right-of-way to be vacated.
3. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.
ORDINANCE NO. ______

AN ORDINANCE APPROVING A VACATION OF A 30-FOOT WIDE RIGHT-OF-WAY KNOWN AS 100TH AVENUE NORTH, LOCATED WEST OF 2ND STREET NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission:

A portion of 100th Avenue North (60.0' right-of-way), not currently vacated, found in Plat Book 7, Page 25, of the Public Records of Pinellas County, Florida.

Section 2. The above-mentioned right-of-way is not needed for public use or travel.

SECTION 3. The vacation is subject to and conditional upon the following:

1. Prior to recording the vacation ordinance, the applicant shall replat the street right-of-way and the subject property.
2. The existing utilities shall be relocated or a utility easement shall be dedicated over the street right-of-way to be vacated.
3. As required City Code Section 16.70.050.1.1G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL: ________________________________

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT: ________________________________
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Economic Development Department records, no Commission member resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on February 1, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000020     PLAT SHEET: E-52
REQUEST: Approval of a vacation of a 30-foot wide right-of-way known as 100th Avenue North, located west of 2nd Street North.

OWNER: Gandy Boulevard Investors
125 5th Street South
Saint Petersburg, Florida 33701-4168

AGENT: Katie Cole, Esq.
Hill Ward Henderson
600 Cleveland Street #800
Clearwater, Florida 33755-4153

ADDRESS: 10000 4th Street North

PARCEL ID NO.: 19-30-17-59225-000-0010

LEGAL DESCRIPTION: On File

ZONING: Corridor Commercial Suburban-1 (CCS-1)

DISCUSSION AND RECOMMENDATION:
The Request: The request is to vacate a 30-foot wide right-of-way known as 100th Avenue North, located west of 2nd Street North. The applicant intends to consolidate the property along with the street right-of-way to be vacated to construct a new 3-story, climate controlled, self-storage building. On December 7, 2016, the Development Review Commission approved the Special Exception and related site plan for the self-storage facility.
The street right-of-way is not needed for public use or travel. The width of the right-of-way is substandard and is a dead-end. The minimum required street right-of-way width within the City for a local street is 50-feet. The subject vacation will allow the applicant to redevelop the existing property.

Analysis
Staff's review of a vacation application is guided by the City's Land Development Regulations (LDR's), the City's Comprehensive Plan and any adopted neighborhood or special area plans. In this case, Staff finds that the requested vacation can be supported and recommends approval, subject to the special conditions of approval suggested at the end of this report. This recommendation is based upon the following findings.

A. Land Development Regulations
Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

There are utilities within the street right-of-way to be vacated. The applicant will be required to relocate the utilities or dedicate a utility easement.

2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.

The proposed vacation will not deny access to any property, but will allow the applicant to assemble all the property for redevelopment.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

The proposed vacation will not impact the existing road network.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

The street right-of-way dead-ends into the subject property. The City has no need to retain the right-of-way for future use.

5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

NA.
B. Comprehensive Plan
There are no policies in the City's Comprehensive Plan which apply to this request.

C. Adopted Neighborhood or Special Area Plans
There are no neighborhood or special area plans which would discourage the vacation of right-of-way in this area of the City.

Comments from Agencies and the Public
The subject street right-of-way vacation was routed to City departments and outside utilities. The City’s Engineering Department, Duke Energy and Teco have utilities in the area to be vacated. The applicant will be responsible to relocate the utilities or dedicate a utility easement to protect the existing utilities.

RECOMMENDATION. Staff recommends APPROVAL of the proposed 30-foot wide right-of-way vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicant shall replat the street right-of-way and the subject property.

2. The existing utilities shall be relocated or a utility easement shall be dedicated over the street right-of-way to be vacated.

3. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

REPORT PREPARED BY:

COREY MALYSZKA, Urban Design & Development Coordinator
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

Attachments: A – Aerial Map, B – Legal Description and Sketch
LEGAL DESCRIPTION:

A PORTION OF 100TH AVENUE (60.0' RIGHT-OF-WAY), NOT CURRENTLY VACATED, FOUND IN PLAT BOOK 7, PAGE 25, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PLAT (ALSO BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 99TH AVENUE (30.0' RIGHT-OF-WAY) AND THE WEST RIGHT-OF-WAY LINE OF NORTH 3RD STREET (30.0' RIGHT-OF-WAY)), THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE, 270.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF 100TH AVENUE (60.0' RIGHT-OF-WAY) AND POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, WEST, 140.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH, 30.00 FEET TO THE CENTERLINE OF SAID 100TH AVENUE; THENCE ALONG SAID CENTERLINE, EAST, 140.00 FEET, TO THE SAID WEST RIGHT-OF-WAY LINE OF NORTH 3RD STREET; THENCE LEAVING SAID CENTERLINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING ±0.1 ACRES

SURVEYOR'S NOTES:

1) THIS IS A SKETCH OF DESCRIPTION, AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE. MORE SPECIFICALLY, THE PURPOSE OF THIS SKETCH IS TO SHOW THE VISUAL REPRESENTATION OF THE NON-VACATED PORTION OF 100TH AVENUE

2) INSTRUMENTS OF RECORD REFLECTING EASEMENTS, ENCUMBRANCES, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER DEEDS OF RECORD.

3) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4) THIS IS NOT SURVEY.

LEGAL DESCRIPTION and SKETCH

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH OF DESCRIPTION OF THE DESCRIBED PROPERTY, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THEY CONFORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 72.027, FLORIDA STATUTES.

JOHN M. PULICE, PSM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER LS6811

12/08/2016
DATE SIGNED

Florida Certificate of Authorization LB.7914

GANDY BOULEVARD & 100th AVENUE
PINELLAS COUNTY, FLORIDA

Littlejohn
An SME Company
1615 Edgewater Drive, Suite 200, Orlando, FL 32804
T 407.975.1273 F 407.975.1278 www.leainc.com
Florida Certificate of Authorization LB.7914

GANDY BOULEVARD & 100th AVENUE
PINELLAS COUNTY, FLORIDA

GANDY BOULEVARD & 100th AVENUE
PINELLAS COUNTY, FLORIDA
TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: December 30, 2016
SUBJECT: Right of Way - Vacation
FILE: 16-33000020

LOCATION: 10000 4th Street North
PIN: 19/30/17/59225/000/0010
ATLAS: E-52
PROJECT: Right of Way - Vacation

REQUEST: Approval of a vacation of the remaining 30 foot wide right of way known as 100th Avenue North which is located between the Gandy frontage road and 2nd Street North.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the right of way vacation request with the following condition of approval:

1. City utility maps indicate that an 8” sanitary sewer main and a 12” reclaimed water main exist within the area proposed for vacation therefore the entire vacated right of way must be retained as Public Utility Easement.
December 19, 2016

Pamela Jones
City of St. Petersburg
P. O. Box 2842
St. Petersburg, FL 33731

RE: Approval of a Vacation of a Right-of-Way
Section 19, Township 30 South, Range 17 East, Pinellas County, Florida
Case number: 16-33000020

Dear Ms. Jones:

Please be advised that to DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY, Distribution Department and Transmission Department have “OBJECTIONS” to a vacation of a 30 foot wide right-of-way known as 100th Avenue North, located West of 2nd Street North.

This is due to overhead facilities in the Right-of-Way that will be vacated with this request. No Objection letter would be provided upon the removal/reroute of existing utility facilities OR granting of a Duke Energy easement over the above described property. Removal or relocation will need to be handled by a Duke Energy Engineer.

Sincerely,

[Signature]
Jason McDarby
Land Agent
Distribution Right of Way - Florida
December 27, 2016
RE: Case No. 16-33000020

Dear Ms. Jones,

______

TECO Peoples Gas has no existing or proposed facilities in the area referenced above; there is no objection.

___X___

TECO Peoples Gas has the following facilities in the above referenced area.

Remark; 4" Coated steel gas main in the east row of 2nd St N.

In order to allow TECO Peoples Gas to operate and maintain these facilities, easements will have to remain in the above referenced area.

If it becomes necessary to relocate any gas facility, it will be at the expense of the applicant.

Thank you for your continued close cooperation in these matters. Please feel free to call upon us if we can be of further service.

Sincerely,

Jeff Frazier
Utility Coordinator

TECO/Peoples Gas
1800 9th Avenue N.
Saint Petersburg, FL 33713

Office (727) 826-3233
Fax (727) 826-3344
spjxf@tecoenergy.com
SAINT PETERSBURG CITY COUNCIL

Meeting of March 16, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Approval of a vacation of street and alley rights-of-way generally located between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically a 16-foot east/west alley in the block bounded by 6th Avenue South and Fairfield Avenue South between 22nd Street South and 23rd Street South, a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 23rd Street South, a portion of 7th Avenue South between 22nd Street South and 23rd Street South and 8th Avenue South located between Interstate 275 and 24th Street South (City File No.: 16-33000015).

RECOMMENDATION: The Administration recommends APPROVAL and the Development Review Commission recommended APPROVAL.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for April 6, 2017

The Request: The request is to vacate street and alley rights-of-way generally located between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically described above.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments “A” and “B”), Sketch and Legal Description (Exhibit “A” - 3 pages). The applicant's goal is to consolidate the land for redevelopment. The applicant is the City of St. Petersburg.

This area is within the South St. Petersburg Community Redevelopment Area (CRA). St. Petersburg Commerce Park is generally located south of 6th Avenue South and north of 8th Avenue South and Interstate 275, between 22nd Street South and 26th Street South. A Lease
and Development Agreement for the subject property has been approved between the City of St. Petersburg and St. Petersburg Commerce Park, LLC.

**Discussion:** This case was originally heard by the Development Review Commission (DRC) on December 7, 2016. Since that time, the area to be vacated was expanded to include a portion of Fairfield Avenue between 22nd Street South and 23rd Street South and the alley north of Fairfield Avenue, the revised case was heard by the DRC on February 1, 2017. As set forth in the attached report provided to the Development Review Commission (DRC), Staff found that vacating the subject rights-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.

On February 16, 2017 the City Council deferred the case to the March 2, 2017 hearing, this application was subsequently taken off the March 2, 2017 agenda. *Since the February 2, 2017 DRC hearing and the February 16, 2017 City Council hearings, the request to vacate a portion of Fairfield Avenue South between 22nd Street South and 23rd Street South has been removed from the current Ordinance.*

**Agency Review:** The application was routed to City Departments and private utility providers. The City's Engineering and Water Resource Departments indicated that there are city facilities in the rights-of-way proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities, and Level 3 indicated that they may have facilities in the area proposed for vacation. The applicant has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a future development plan. Associated special conditions of approval have been added to address these concerns.

**Public Comments:** Calls and comments from the public include the following:

Mr. Bruce Allums, who owns property north of Fairfield Avenue and east of 23rd Street, indicated that he wanted to attend the December 7, 2016 Public Hearing and oppose the vacation request. Mr. Allums and several other landowners have previously applied to vacate street and alley right-of-way north of Fairfield Avenue and have been advised by the City that any decision to vacate rights-of-way adjacent to the Pinellas Trail would need to wait until the Warehouse Arts District planning process is complete. At the hearing of December 7, 2016, Mr. Allums spoke in opposition to the request. Dave Goodwin spoke with Mr. Allums the week of January 9, 2017, regarding the expanded scope of the request to include Fairfield Avenue. At the DRC hearing of February 2, 2017 DRC hearing and the February 16, 2017 City Council hearing Mr. Allums spoke in opposition to the vacation request.

Pastor John Anderson, of the church located at 2361 7th Avenue South, called prior to the December DRC hearing with concerns about vacating the portion of 7th Avenue between 22nd Street South and 23rd Street South given that the primary entrance to the Church is on 7th Avenue South. Prior to the hearing on December 7, 2016, Pastor Anderson indicated that his concerns had been addressed. Dave Goodwin spoke with Pastor Anderson again the week of January 9, 2017, regarding the expanded scope of the request to include Fairfield Avenue.

A call was received from Howard Curd prior to the December DRC hearing where he requested a copy of the Staff Report and indicating at that time he owned property in the area. Mr. Curd attended the February DRC hearing and spoke in opposition to the request which at that time included Fairfield Avenue. Mr. Curd is an officer of one of the two corporations which own three lots located at the southwest corner of Fairfield Avenue South and 23rd Avenue South. At the
February 16, 2017 City Council hearing Mr. Curd’s attorney Jim Helinger spoke in opposition to the request, primarily in opposition to the closing of the portion of Fairfield Avenue.

Calls were received from Cemex located at 601 24th Street South, Jason Jones indicated that he would be attending the public hearings. Mr. Jones has not spoken at any of the prior public meetings.

The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection. As noted above, there are both City and private utilities within the rights-of-way proposed for vacation. The City's Engineering and Water Resource Departments indicated that there are city facilities in the rights-of-way proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities, while Level 3 indicated that they may have facilities in the areas proposed for vacation.

DRC Action: On February 1, 2016, the Development Review Commission (DRC) held a public hearing on the subject application. The DRC voted 5-2 to recommend approval to the City Council. Subsequent to the February 2, 2017 DRC hearing, the portion of Fairfield Avenue South between 22nd Street South and 23rd Street South has been removed from the request by the applicant.

RECOMMENDATION: The Administration recommends APPROVAL of the street and alley right-of-way vacations, subject to the following conditions:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by either providing a public utility easement covering any portion of rights-of-way within the areas to be vacated which contain utilities, or relocating City and private utilities at the owner’s expense, or by granting a private easement to the subject utility company. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the vacated rights-of-way along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg’s Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from avenues and shall not be located in the City right-of-way.


5. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Attachments: Attachment A, Attachment B, Ordinance with Exhibit “A”, DRC Staff Report with Exhibits
Attachment “A”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between 6th Avenue South and Interstate 275
between 22nd Street South and 24th Street South

(nts)
Attachment “B”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between 6th Avenue South and Interstate 275
between 22nd Street South and 24th Street South
ORDINANCE NO. _____


THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on February 1, 2017 (City File No. 16-33000015):

Legal Description: See Attached Exhibit “A” – 3 pages

Section 2. The above-mentioned right-of-way is not needed for public use or travel.

SECTION 3. The vacation is subject to and conditional upon the following:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering any right-of-ways within the areas to be vacated which contain utilities, or relocating City and private utilities at the owner’s expense, or granting a private easement to the subject utility company. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.
2. Prior to the recording of the vacation ordinance, the vacated right-of-ways along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St. Petersburg's Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


5. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:

[Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signature]
LEGAL DESCRIPTION

THAT 16 FOOT WIDE EAST—WEST ALLEY LYING WITHIN BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

TOGETHER WITH

7TH AVENUE SOUTH BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH, EASTERN LIMITS OF SAID 7TH AVENUE SOUTH BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, WESTERN LIMITS OF SAID 7TH AVENUE SOUTH BEING THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

TOGETHER WITH

23RD STREET SOUTH LYING SOUTHERLY OF 7TH AVENUE SOUTH AND LYING NORTHERLY OF THE NORTH RIGHT OF WAY OF INTERSTATE 275

TOGETHER WITH

8TH AVENUE SOUTH LYING EASTERLY OF THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT I, AS RECORDED IN PLAT BOOK 137, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING WESTERLY OF 23RD STREET SOUTH, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF INTERSTATE 275

TOGETHER WITH

THAT 10 FOOT WIDE EAST—WEST ALLEY LYING SOUTHERLY OF LOTS 8 THROUGH 14 AND LOTS 73 THROUGH 77 AND NORTHERLY OF LOTS 15 THROUGH 21 AND LOTS 68 THROUGH 72, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING EASTERLY OF THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT I, AS RECORDED IN PLAT BOOK 137, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING WESTERLY OF 23RD STREET SOUTH

TOGETHER WITH

THAT 10 FOOT WIDE EAST—WEST ALLEY LYING SOUTHERLY OF LOTS 3 THROUGH 7 AND NORTHERLY OF LOTS 22 THROUGH 26, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING EASTERLY OF 23RD STREET SOUTH AND WESTERLY OF THE NORTH RIGHT OF WAY OF INTERSTATE 275

ST PETERSBURG, FLORIDA

LEGEND

LS LICENSED SURVEYOR
PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS

NOTES

1. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
2. Not a boundary survey.
4. This sketch is made without the benefit of a title report or commitment for title insurance.
5. This map intended to be displayed at a scale of 1" = 120'.
6. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
7. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
LEGAL DESCRIPTION

THAT 16 FOOT WIDE EAST–WEST ALLEY LYING WITHIN BLOCK 3, HIGH–LAND–CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

ST PETERSBURG, FLORIDA

Exhibit "A"
Page 3 of 3

LINE TABLE

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LEGEND

LS LICENSED SURVEYOR
PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS

NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
2. NOT A BOUNDARY SURVEY.
3. BASIS OF BEARINGS: N00°23'58"E ALONG THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT 1, PLAT BOOK 137, PAGES 23 AND 24.
4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.
5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 120'.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PAR A2 - ST. PETE COMMERCE PARK
DESCRIPTION & SKETCH

SECTION 23, TOWNSHIP 31S., RANGE 16E.
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Economic Development Department records, no Commission member resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on February 1, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000015

REQUEST: Approval of a vacation of street and alley rights-of-way generally located between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically a 16-foot east/west alley in the block bounded by 6th Avenue South and Fairfield Avenue South between 22nd Street South and 23rd Street South, a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 24th Street South, a portion of Fairfield Avenue South between 22nd Street South and 23rd Street South, a portion of 7th Avenue South between 22nd Street South and 23rd Street South, a portion of 8th Avenue South located between 23rd Street South and by Interstate 275, and a portion of 8th Avenue South located between 23rd Street South and by Interstate 275 and 24th Street South.

OWNER: City of St. Petersburg
Planning and Economic Development
PO Box 2842
Saint Petersburg, Florida 33731-4842

Gloria Moorer
2308 7th Avenue South
Saint Petersburg, Florida 33712-1754
Department of Transportation  
11201 North McKinley Drive  
Tampa, Florida 33612-6456

Luis Martinez  
4111 70th Avenue East  
Ellenton, Florida 34222-7331

Highland Crest LLC  
2262 6th Avenue South  
Saint Petersburg, Florida 33712-1748

AGENT:  
Catherine Bosco  
George F. Young, Inc.  
299 Dr. Martin Luther King, Jr. Street North  
Saint Petersburg, Florida 33701

ADDRESSES AND PARCEL ID NOS.:  
2208 Fairfield Avenue South; 23-31-16-38528-004-0010  
2222 Fairfield Avenue South; 23-31-16-38328-004-0030  
656 23rd Street South; 23-31-16-38628-004-0090  
2253 7th Avenue South; 23-31-16-38628-004-0100  
2245 7th Avenue South; 23-31-16-38628-004-0110  
2227 7th Avenue South; 23-31-16-38628-004-0130  
651 22nd Street South; 23-31-16-38628-004-0140  
2223 7th Avenue South; 23-31-16-38628-004-0141  
2209 7th Avenue South; 23-31-16-38628-004-0142  
2200 7th Avenue South; 26-31-16-72882-000-0010  
2210 7th Avenue South; 26-31-16-72882-000-0020  
2218 7th Avenue South; 26-31-16-72882-000-0030  
2226 7th Avenue South; 26-31-16-72882-000-0040  
2238 7th Avenue South; 26-31-16-72882-000-0050  
2242 7th Avenue South; 26-31-16-72882-000-0060  
2254 7th Avenue South; 26-31-16-72882-000-0070  
2306 7th Avenue South; 26-31-16-72882-000-0080  
2308 7th Avenue South; 26-31-16-72882-000-0090  
2320 7th Avenue South; 26-31-16-72882-000-0100  
2332 7th Avenue South; 26-31-16-72882-000-0110  
2334 7th Avenue South; 26-31-16-72882-000-0120  
2342 7th Avenue South; 26-31-16-72882-000-0130  
2351 8th Avenue South; 26-31-16-72882-000-0150  
2341 8th Avenue South; 26-31-16-72882-000-0160  
2331 8th Avenue South; 26-31-16-72882-000-0180  
2321 8th Avenue South; 26-31-16-72882-000-0190  
2301 8th Avenue South; 26-31-16-72882-000-0210  
2253 8th Avenue South; 26-31-16-72882-000-0220  
None; 26-31-16-72882-000-0240  
None; 26-31-16-72882-000-0250
LEGAL DESCRIPTION: On File

ZONING: Corridor Commercial Traditional (CCT-1)
Industrial Traditional (IT)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate street and alley rights-of-way generally located between 6th Avenue South and Interstate 275, between 22nd Street South and 24th Street South which are more specifically described above.

A portion of this request was previously approved by the Development Review Commission (DRC) at the hearing of December 7, 2016. This revised request includes two additional portions of rights-of-way: a 16-foot east/west alley in the block bounded by 6th Avenue South and Fairfield Avenue South between 22nd Street South and 23rd Street South and a portion of Fairfield Avenue South between 22nd Street South and 23rd Street South.

The area of the rights-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B" and "C"), Sketch and Legal Description (Exhibit "A" – 3 pages). The applicant's goal is to consolidate the land for redevelopment and for the provision of workforce housing. The applicant is the City of St. Petersburg. This area was identified in the St. Petersburg Commerce Park Request for Proposals as an area available for vacation of rights-of-way (Attachment "D").
This area is within the South St. Petersburg Community Redevelopment Area (CRA). St. Petersburg Commerce Park is generally located south of 6th Avenue South and north of 8th Avenue South and I-275, between 22nd Street South and 26th Street South. A Lease and Development Agreement for the subject property has been approved between the City of St. Petersburg and St. Petersburg Commerce Park, LLC.

The portion of the site generally located south of 6th Avenue South and north of 8th Avenue South and I-275, between 22nd Street South and 23rd Street South, has recently completed a Future Land Use Map change and rezoning to change the Future Land Use Map designation from Industrial General/Target Employment Center Overlay to Planned Redevelopment-Mixed Use/Target Employment Center Overlay and the Official Zoning Map designation from IT (Industrial Traditional) to CCT-1 (Corridor Commercial Traditional), or other less intensive use.

Analysis. Staff's review of a vacation application is guided by:
A. The City's Land Development Regulations (LDR's);
B. The City's Comprehensive Plan; and
C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant does provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations
Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

This application was routed to City Departments and private utility providers. The City's Engineering and Water Resource Departments indicated that there are city facilities in the rights-of-way proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities and Level 3 indicated that they may have facilities in the area proposed for vacation. The applicant has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a future development plan. Associated special conditions of approval have been suggested at the end of this report.

2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.

The entire property abutting the rights-of-way proposed for vacation consists of 52 parcels under the ownership of five entities (see Attachment E):
City of St. Petersburg (47 parcels)
Florida Department of Transportation (FDOT) (one lot)
Luis Martinez, 2226 6th Avenue South (one parcel – two lots)
Highland Crest LLC, 2242 and 2262 6th Avenue South (two parcels, four lots)
Gloria Moorer of 2308 7th Avenue South (one lot)

The east-west alleys, which are proposed for vacation, are not currently used to access properties to the north and south of the alleys. The lot owned by FDOT is immediately adjacent to the Interstate, which will provide future access to that lot. The lot owned by Gloria Moorer is accessed from the portion of 7th Avenue South not proposed for vacation, and the alley to the south of her property proposed for vacation is unimproved. The parcels owned by Luis Martinez and by Highland Crest face on 6th Avenue South, which is not included in this proposal, and the alley to the south of these properties which is proposed for vacation is unimproved. The alleys proposed for vacation are undeveloped and have no curb cuts.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

Vacation of the street and alley rights-of-way, if approved, is not anticipated to adversely impact the existing roadway network or substantially alter utilized travel patterns. Other similar requests have been approved in the surrounding blocks to facilitate land assembly. Access to 6th Avenue South and 7th Avenue South east of 23rd Street South will remain open.

The development of the interstate which cuts through the area just south of the rights-of-way proposed for vacation has already created dead end rights-of-way and termination of the historic grid development pattern.

During redevelopment of the blocks and through the platting process, traffic circulation and utilities will be addressed. Vacation of the street and alley rights-of-way will not detrimentally impact or impair access to any lot of record. An associated special condition of approval has been suggested at the end of this report.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

The rights-of-way are not needed for the purpose for which the City has a legal interest and there is no known present or future need for the rights-of-way. The alleys were originally dedicated to provide a secondary means of access to the rear yards of the lots within the block and for public and private utilities. Redevelopment of the subject blocks will eliminate the need for access from the alleys for vehicular traffic. The vacation of the portion of Fairfield Avenue South and the portion of 7th Avenue South will facilitate redevelopment of the area. 23rd Street South and 24th Street South will provide access to the remaining portions of Fairfield Avenue South, 7th Avenue South and 8th Avenue South. At the time of development, traffic circulation within the areas to be vacated will be addressed.

A suggested condition of approval will require that the applicant either grant utility easements as required to protect City and private utilities in the vacated rights-of-way, or relocate the facilities.
5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

No other factors have been raised for consideration.

B. Comprehensive Plan

There are no Comprehensive Plan policies that affect vacation of right-of-way in this area.

C. Adopted Neighborhood or Special Area Plans

This site is located within the boundaries of the South St. Petersburg CRA. The South St. Petersburg CRA Dependent Special District was established to remedy blighting conditions within the South St. Petersburg Community Redevelopment Area.

The South St. Petersburg Redevelopment Plan adopted by St. Petersburg City Council on May 21, 2015, has related policies and plans. In Chapter Three - Redevelopment Action Plan under the Manufacturing Development category there are two land Acquisition and Disposition policies that affect vacation of right-of-way:

1. When acquiring property, priority should be given to facilitating the creation of larger holdings suitable for industrial and business use.
2. Promote block consolidation through street and alley vacations as well as utility relocations.

It is also noted in Chapter Four - Redevelopment Program and Funding Strategy that:

1. Land assembly, consolidation and site preparation is essential for encouraging residential, commercial and industrial development to the South St. Petersburg CRA.
2. The land assembly effort may also involve vacating streets, alleyways and associated utilities such as water, sewer and stormwater facilities.

The subject right-of-way is within the boundaries of the Palmetto Park Neighborhood Association. There are no neighborhood plans which affect vacation of right-of-way in this area of the city. The subject rights-of-way are also adjacent to the boundaries of the Melrose Mercy Neighborhood.

Comments from Agencies and the Public

Prior to the date of the December Public Hearing, three calls were received from the public.

Mr. Bruce Allums, who owns property north of Fairfield Avenue and east of 23rd Street, indicated that he wanted to attend the Public Hearing and oppose the vacation request. Mr. Allums and several other landowners have previously applied to vacate street and alley right-of-way north of Fairfield Avenue and have been advised by the City that any decision to vacate rights-of-way adjacent to the Pinellas Trail would need to wait until the Warehouse Arts District planning process is complete. At the hearing of December 7, 2016, Mr. Allums spoke in opposition to the request. Dave Goodwin spoke with Mr. Allums again the week of January 9, 2017, regarding the expanded scope of the request.

Pastor John Anderson, of the church located at 2361 7th Avenue South, called with concerns about vacating the portion of 7th Avenue between 22nd Street South and 23rd Street South given that the primary entrance to the Church is on 7th Avenue South. Prior to the hearing of
December 7, 2016, Pastor Anderson indicated that his concerns had been addressed. Dave Goodwin spoke with Pastor Anderson again the week of January 9, 2017, regarding the expanded scope of the request.

A call was also received from Howard Curd where he requested a copy of the Staff Report and indicating at that time he owned property in the area.

The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection. As noted above, there are both City and private utilities within the rights-of-way proposed for vacation. The City's Engineering and Water Resource Departments indicated that there are city facilities in the rights-of-way proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities, while Level 3 indicated that they may have facilities in the areas proposed for vacation.

**RECOMMENDATION.** Staff recommends APPROVAL of the proposed street and alley right-of-way vacations. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by either providing a public utility easement covering any portion of rights-of-way within the areas to be vacated which contain utilities, or relocating City and private utilities at the owner's expense, or by granting a private easement to the subject utility company. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the vacated rights-of-way along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg's Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from avenues and shall not be located in the City right-of-way.


5. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.
REPORT PREPARED BY:

KATHRYN A. YOUNKIN, AICP, LEED AP BD+C, Deputy Zoning Official
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

Attachment “C”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between 6th Avenue South and Interstate 275
between 22nd Street South and 24th Street South
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between 6th Avenue South and Interstate 275
between 22nd Street South and 24th Street South
TO: Pamela Jones, Development Services  
FROM: Nancy Davis, Engineering Plan Review Supervisor  
DATE: January 17, 2017  
SUBJECT: Right of Way - Vacation 7th Ave S, 8th Ave S, 23rd St S, and E/W alleys  
FILE: 16-33900015 Revision 1 (to include two additional right of way vacations)

| LOCATION & PARCEL | 2208 Fairfield Avenue South; 23-31-16-38528-004-0010 |
| - | 2222 Fairfield Avenue South; 23-31-16-38628-004-0030 |
| - | 656 23rd Street South; 23-31-16-38628-004-0090 |
| - | 2253 7th Avenue South; 23-31-16-38628-004-0100 |
| - | 2245 7th Avenue South; 23-31-16-38628-004-0110 |
| - | 2227 7th Avenue South; 23-31-16-38628-004-0130 |
| - | 651 22nd Street South; 23-31-16-38628-004-0140 |
| - | 2223 7th Avenue South; 23-31-16-38628-004-0141 |
| - | 2209 7th Avenue South; 23-31-16-38628-004-0142 |
| - | 2200 7th Avenue South; 26-31-16-72882-000-0010 |
| - | 2210 7th Avenue South; 26-31-16-72882-000-0020 |
| - | 2218 7th Avenue South; 26-31-16-72882-000-0030 |
| - | 2226 7th Avenue South; 26-31-16-72882-000-0040 |
| - | 2238 7th Avenue South; 26-31-16-72882-000-0050 |
| - | 2242 7th Avenue South; 26-31-16-72882-000-0060 |
| - | 2254 7th Avenue South; 26-31-16-72882-000-0070 |
| - | 2306 7th Avenue South; 26-31-16-72882-000-0080 |
| - | 2308 7th Avenue South; 26-31-16-72882-000-0090 |
| - | 2320 7th Avenue South; 26-31-16-72882-000-0100 |
| - | 2332 7th Avenue South; 26-31-16-72882-000-0110 |
| - | 2334 7th Avenue South; 26-31-16-72882-000-0120 |
| - | 2342 7th Avenue South; 26-31-16-72882-000-0130 |
| - | 2351 8th Avenue South; 26-31-16-72882-000-0150 |
| - | 2341 8th Avenue South; 26-31-16-72882-000-0160 |
| - | 2331 8th Avenue South; 26-31-16-72882-000-0180 |
| - | 2321 8th Avenue South; 26-31-16-72882-000-0190 |
| - | 2301 8th Avenue South; 26-31-16-72882-000-0210 |
| - | 2253 8th Avenue South; 26-31-16-72882-000-0220 |
| - | None; 26-31-16-72882-000-0240 |
| - | None; 26-31-16-72882-000-0250 |
| - | 2350 8th Avenue South; 26-31-16-72882-000-0420 |
| - | 2366 8th Avenue South; 26-31-16-72882-000-0450 |
| - | 2376 8th Avenue South; 26-31-16-72882-000-0470 |
| - | 2377 8th Avenue South; 26-31-16-72882-000-0680 |
REQUEST: Approval of a vacation of various street and alley rights-of-way generally located between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street South.

More specifically, the following right of way vacations have been requested:

- The 16-foot wide east/west alley in the block bounded by 6th Avenue South and Fairfield Avenue South between 22nd Street South and 23rd Street South.
- The 16-foot wide east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South.
- The 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 24th Street South.
- A portion of Fairfield Avenue South between 22nd Street South and 23rd Street South.
- A portion of 7th Avenue South between 22nd Street South and 23rd Street South.
- A portion of 23rd Street South between 7th Avenue South and 8th Avenue South by Interstate 275.
- A portion of 8th Avenue South located between 23rd Street South at Interstate 275 and 24th Street South.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the vacation request provided that the following comments are added as conditions of approval:

1. The 16-foot wide east/west alley located north of Fairfield Avenue between 22nd Street South and 23rd Street South contains an 8” sanitary sewer main. The entire vacated alley right of way must be retained as public utility easement.
2. The 16-foot wide east/west alley between 22nd and 23rd Street South, and between Fairfield and 7th Avenue South to be vacated contains an 8” sanitary sewer main. The entire vacated alley right of way must be retained as public utility easement.

3. The 10-foot wide alley between 1-275 and 24th Street South and between 7th – 8th Avenue South to be vacated contains an 8” sanitary sewer main. The entire vacated alley right of way must be retained as public utility easement.

4. The right of way of Fairfield Avenue South to be vacated between 22nd Street South and 23rd Street South contains 15", 18", 24", and 54" storm sewer and a 2" potable water main. The entire vacated right of way must be retained as public utility easement.

5. City Utility maps indicate that the right-of-way of 7th Avenue South to be vacated contains a 12” & 6” potable water main, a 12” 18” & 24” storm sewer, and an 8” sanitary sewer main. The entire vacated right of way must be retained as public utility easement.

6. City Utility maps indicate that the right-of-way of 23rd Street South to be vacated contains an 8” sanitary sewer main, and a 24” storm sewer. The entire vacated right of way must be retained as public utility easement.

7. City Utility maps indicate that the right-of-way of 8th Avenue South to be vacated contains an 8” sanitary sewer, a 15” & 24” storm sewer, and a 6” potable water main. The entire vacated right of way must be retained as public utility easement.

8. Once redevelopment plans are available and a replat is provided, the developer may opt to abandon or relocate all or some of the existing utilities existing within the vacated rights of way provided that a plan for such work is prepared by the applicant's Engineer and submitted to the City for approval. Also, as an option to dedicating the full width of the vacated right of way as public utility easement, all utilities may be field located by the developer and individual public easements must be dedicated, centered over the public utilities to remain. The width of required easement will be based on pipe size, location, and depth. Any future utility abandonment/relocation plans shall be in conformance with current City Engineering Standards and Specifications and shall be designed, permitted, and constructed by and at the sole expense of the developer.

9. Prior to the removal or alteration of existing road pavement within the vacated rights-of-way the applicant must submit plans for review of the existing grading and drainage systems. The applicant may be required to make necessary changes to the pavement grading and/or modifications to the drainage systems as necessary to accommodate the proposed changes.

10. Any existing agusta brick, granite curb or hex block sidewalk that is removed from the vacated rights-of-ways will remain the property of the City of St. Petersburg and must be returned to the City upon development or redevelopment of the property.
LEGAL DESCRIPTION

THAT 16 FOOT WIDE EAST—WEST ALLEY LYING WITHIN BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

TOGETHER WITH:

7TH AVENUE SOUTH BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH, EASTERN LIMITS OF SAID 7TH AVENUE SOUTH BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1, REPLAT OF 2ND ROYAL SUB'N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, WESTERN LIMITS OF SAID 7TH AVENUE SOUTH BEING THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

TOGETHER WITH

23RD STREET SOUTH LYING SOUTHERLY OF 7TH AVENUE SOUTH AND LYING NORTHERLY OF THE NORTH RIGHT OF WAY OF INTERSTATE 275

TOGETHER WITH

8TH AVENUE SOUTH LYING EASTERLY OF THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT I, AS RECORDED IN PLAT BOOK 137, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING WESTERLY OF 23RD STREET SOUTH, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF INTERSTATE 275

TOGETHER WITH

THAT 10 FOOT WIDE EAST—WEST ALLEY LYING SOUTHERLY OF LOTS 8 THROUGH 14 AND LOTS 73 THROUGH 77 AND NORTHERLY OF LOTS 15 THROUGH 21 AND LOTS 68 THROUGH 72, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING EASTERLY OF THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT I, AS RECORDED IN PLAT BOOK 137, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING WESTERLY OF 23RD STREET SOUTH

TOGETHER WITH

THAT 10 FOOT WIDE EAST—WEST ALLEY LYING SOUTHERLY OF LOTS 3 THROUGH 7 AND NORTHERLY OF LOTS 22 THROUGH 26, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING EASTERLY OF 23RD STREET SOUTH AND WESTERLY OF THE NORTH RIGHT OF WAY OF INTERSTATE 275

ST PETERSBURG, FLORIDA

LEGEND

LS LICENSED SURVEYOR
PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS

NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.

2. NOT A BOUNDARY SURVEY.

3. BASIS OF BEARINGS: N00°23'58"E ALONG THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT I, PLAT BOOK 137, PAGES 23 AND 24.

4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.

5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 120'.

6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR

CITY OF ST. PETERSBURG
BLUE SKY COMMUNITIES, LLC

PAR A2 - ST. PETER COMMERC PARK
DESCRIPTION & SKETCH

SECTIONS 23 & 28, TOWNSHIP 31S, RANGE 15E

DATE

George F. Young, Inc.
295 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822–3277  FAX (727) 822–2919
BUSINESS ENTITY LB1
ARCHITECTURE–ENGINEERING–ENVIRONMENTAL–Landscape–Planning–Surveying–4/7/15
Gainesville–Aikenwood Ranch–Orlando–Palm Beach Gardens–St. Petersburg–Tampa

Since 1919

1 of 2
LEGAL DESCRIPTION

THAT 16 FOOT WIDE EAST—WEST ALLEY LYING WITHIN BLOCK 3, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

TOGETHER WITH

THAT PORTION OF FAIRFIELD AVENUE SOUTH (A 50.00 FOOT RIGHT OF WAY) LYING BETWEEN BLOCK 3 AND BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID PORTION OF FAIRFIELD AVENUE LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

ST PETERSBURG, FLORIDA

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2. NOT A BOUNDARY SURVEY.
3. BASIS OF BEARINGS: N00°23'58"E ALONG THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT 1, PLAT BOOK 137, PAGES 23 AND 24.
4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.
5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 120'.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
ST. PETERSBURG CITY COUNCIL
Meeting of March 16, 2017

TO: Darden Rice, Chair & Members of City Council

FROM: Sharon Michnowicz, Assistant City Attorney

SUBJECT: An ordinance deleting the current Section 20-28 of the City Code related to obstruction of public ways or buildings and replacing it with a new Section 20-28 prohibiting the obstruction of public sidewalks and abutting entryways.

EXPLANATION:

The current Section 20-28 of the City Code, last updated in 1992, prohibits the obstruction of public ways or buildings as follows:

It shall be unlawful for any person to congregate together upon the public streets, bicycle paths, or sidewalks within the City or upon the steps, halls or accessways of public buildings within the City in such a manner or to such an extent as to impede, block or obstruct public travel, either pedestrian or vehicular.

This proposed ordinance amendment restructures Section 20-28 of the City Code to provide clarification as to the types of activities that are prohibited, give individuals notice and an opportunity to stop engaging in the prohibited activity prior to being found in violation, and provides for exceptions in cases where an obstruction that would otherwise be in violation of this Section has been specifically permitted by the City or another governmental entity.

Attachment: Ordinance
AN ORDINANCE DELETING THE CURRENT SECTION 20-28 OF THE CITY CODE RELATED TO OBSTRUCTION OF PUBLIC WAYS OR BUILDINGS AND REPLACING IT WITH A NEW SECTION 20-28 PROHIBITING THE OBSTRUCTION OF PUBLIC SIDEWALKS AND ABUTTING ENTRYWAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a significant government interest in regulating pedestrian traffic along its sidewalks and walkways, and

WHEREAS, the City has a duty to keep its sidewalks and walkways open and available for the movement of persons, and

WHEREAS, the provisions of this section shall not prohibit any conduct allowed under this Code (including conduct allowed pursuant to the current Section 20-74) so long as such conduct does not create an obstruction in violation of this section.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION 1. The City of St. Petersburg City Code is hereby amended by deleting the current Section 20-28 in its entirety and replacing it with a new Section 20-28, which shall read as follows:

Sec. 20-28. - Obstruction of public sidewalks and abutting entryways.

(a) Prohibition. No person shall, either alone or in conjunction with others, stand, sit, lie, congregate, or place objects or obstructions in such a manner as to obstruct:

(1) the safe and efficient movement of pedestrian traffic upon any sidewalk, walkway, or right-of-way upon which the public has a right to travel, or

(2) any person's safe and efficient access to the entryway of any building, where such entryway abuts a sidewalk, walkway, or right-of-way upon which the public has a right to travel.
(b) Notice. If a person is found to be in violation of this section, a law enforcement officer shall notify the person that he or she is causing an obstruction in violation of this section and shall request the person to move his or her person or objects so as to remove the obstruction. The person shall not be charged with a violation of this section if the person voluntarily removes the obstruction and does not repeat a violation of this section for the 72-hour period following the law enforcement officer’s notice and request.

(c) Exception. The prohibition in subsection (a) of this section shall not apply to any person who causes such obstruction during the course of performing activities specifically permitted by a valid government-issued permit or in accordance with the conditions of a maintenance of traffic (MOT) plan that has been approved by the POD.

SECTION 2. The provisions of this Ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

SECTION 3. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (designee)
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution approving a four year grant agreement with the Greater St. Petersburg Area Economic Development Corporation, Inc. (“EDC”) in an amount not to exceed One Hundred Thousand Dollars ($100,000) annually for the EDC to advance the Grow Smarter Initiative, which is focused on enhancing St. Petersburg’s business climate and building prosperity for its residents (“Grant Agreement”); approving funding to the EDC in an amount not to exceed One Hundred Thousand Dollars ($100,000) annually for four years subject to annual appropriations; authorizing the Mayor or his designee to execute the Grant Agreement.

BACKGROUND:
The City and the St. Petersburg Chamber of Commerce partnered on a year-long process to develop a strategic plan, known as the Grow Smarter Initiative (“Initiative”), which included the following components: Competitive Assessment, Target Business Analysis, Marketing Review, Strategy, and Implementation Plan.

The Steering Committee for the Initiative included more than twenty-seven community leaders from businesses, educational institutions, and community organizations. From the City of St. Petersburg, Dr. Kanika Tomalin, Deputy Mayor; City Council Member Karl Nurse; Dave Goodwin, Director of Planning and Economic Development were members of the Steering Committee.

Among the many findings in the Initiative, the Target Business Analysis pinpointed the target business sectors that will drive diverse economic growth in St. Petersburg in the coming years: Marine and Life Sciences, Specialized Manufacturing, Financial Services, Data Analytics, and Creative Arts and Design. These sectors represent opportunities for future development opportunities, research and commercialization capacity, presence of top employers as “magnets” for buyers and suppliers, and average wage data and ability to raise levels of local wealth.

The Implementation Plan of the Initiative recommended that an economic development corporation be created as a non-profit affiliate of the St. Petersburg Area Chamber of Commerce (“Chamber”), to serve as the Chamber’s Economic Development Division.

To facilitate the creation of an economic development corporation, the Chamber concluded a successful fundraising campaign and has commitments for private funding and in-kind Chamber funding of over $500,000 annually to EDC for a four year period, as was required for the City’s $100,000 match funding, subject to annual appropriation. On June 16, 2016, the St. Petersburg City Council affirmed its commitment of up to $100,000 in matching funds for an economic development corporation, in conjunction with the approval of an agreement with the then to-be-formed economic development corporation.

CURRENT SITUATION:
The Greater St. Petersburg Area Economic Development Corporation, Inc., an exempt organization under Section 501 (c) (6) has now been formed, and Mr. J.P. DuBuque has been named as EDC’s President.

The attached Grant Agreement has been developed to outline the activities that the EDC will undertake for the City’s investment of $100,000 annually, for a four year term, until December 31, 2020, subject to annual appropriation by the City.
Among many responsibilities, the Grant Agreement requires that the EDC provide an Annual Plan on its proposed activities for each year, by March 1st, and an Annual Report on the EDC’s results, prior to January 31st, for each year of the Term of the Grant Agreement, which is attached as Exhibit A.

RECOMMENDATION:
Administration recommends that City Council approve the attached resolution approving a four-year grant agreement with the Greater St. Petersburg Area Economic Development Corporation, Inc. (“EDC”) in an amount not to exceed One Hundred Thousand Dollars ($100,000) annually for the EDC to advance the Grow Smarter Initiative, which is focused on enhancing St. Petersburg’s business climate and building prosperity for its residents (“Grant Agreement”); approving funding to the EDC in an amount not to exceed One Hundred Thousand Dollars ($100,000) annually for four years, subject to annual appropriations; authorizing the Mayor or his designee to execute the Grant Agreement.

COST/FUNDING/ASSESSMENT INFORMATION:
Funds have been previously appropriated in the General Fund (0001), Planning & Economic Development (3702609).

RECOMMENDATION: The Administration recommends APPROVAL.

ATTACHMENTS: Resolution, Grant Agreement

APPROVALS:

[Signature]
Administration

[Signature]
Budget
Resolution No. 2017-_____

A RESOLUTION APPROVING THE FOUR-YEAR GRANT AGREEMENT WITH THE GREATER ST. PETERSBURG AREA ECONOMIC DEVELOPMENT CORPORATION, INC. ("EDC") IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000) ANNUALLY FOR THE EDC TO ADVANCE THE GROW SMARTER INITIATIVE, WHICH IS FOCUSED ON ENHANCING ST. PETERSBURG'S BUSINESS CLIMATE AND BUILDING PROSPERITY FOR ST. PETERSBURG RESIDENTS ("GRANT AGREEMENT"); APPROVING FUNDING TO THE EDC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000) ANNUALLY FOR FOUR YEARS SUBJECT TO ANNUAL APPROPRIATIONS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") has been actively engaged in economic development planning efforts since the organization of the Citizens’ Goals Committee in 1971; and numerous goals, plans, and investments, have been undertaken and implemented to promote economic growth in the City from that time to the present; and

WHEREAS, the work of previous and current Mayors, City Councils, Chamber Members, City staff, the business community, and citizens have brought St. Petersburg to its current role as a unique destination and a center of this region, particularly in terms of quality of life offered, a thriving downtown, and an attractive location for residents of all ages, including millennials; and

WHEREAS, to continue the momentum taking place in St. Petersburg, the St. Petersburg Area Chamber of Commerce and the City embarked on a year-long process to develop a strategic plan known as the Grow Smarter Initiative, which includes: Competitive Assessment, Target Business Analysis, Marketing Review, Strategy and Implementation Plan; and

WHEREAS, the Grow Smarter Initiative recommended that an organization such as the Greater St. Petersburg Economic Development Corporation, Inc. ("EDC") be created, funded and staffed to serve as the catalyst for creating a vibrant sustainable economy by providing additional resources to attract new companies, recruit world-class talent, assist in business
retention, and bring new investment to St. Petersburg to create prosperity for the City’s residents; and

WHEREAS, the St. Petersburg Area Chamber of Commerce has concluded a successful fundraising campaign and has commitments for the private funding and in-kind Chamber funding of over $500,000 to the EDC for a four-year period; and

WHEREAS, on June 16, 2016, the St. Petersburg City Council affirmed its commitment of up to $100,000 in matching funds for a then to-be-formed economic development corporation in conjunction with the approval of an agreement with such economic development corporation; and

WHEREAS, the grant agreement between the City and the EDC sets forth the EDC’s relationship with the City and the services that the EDC will provide.

NOW, THEREFORE BE IT RESOLVED, that the St. Petersburg City Council approves the four-year grant agreement with the Greater St. Petersburg Area Economic Development Corporation, Inc. ("EDC") in an amount not to exceed one hundred thousand dollars ($100,000) annually for the EDC to advance the Grow Smarter Initiative, which is focused on enhancing St. Petersburg’s business climate and building prosperity for St. Petersburg residents ("Grant Agreement");

BE IT FURTHER RESOLVED, that funding to the EDC in an amount not to exceed one hundred thousand dollars ($100,000) annually for four years is hereby approved subject to annual appropriations; and

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to execute the Grant Agreement.

This Resolution shall become effective immediately upon its adoption.
GRANT AGREEMENT

THIS AGREEMENT ("Agreement") is made effective on the 1st day of January, 2017 ("Effective Date") between the City of St. Petersburg, Florida a municipal corporation existing by and under the laws of the State of Florida ("City"), and the Greater St. Petersburg Area Economic Development Corporation, Inc., a Florida not-for-profit corporation ("EDC") (collectively "Parties").

WITNESSETH

WHEREAS, the City has been actively engaged in economic development planning efforts since its inception, and, in a more focused manner, since the City's formation of the Citizens' Goals Committee in 1971 and other numerous goals, plans, and investments which have been undertaken and implemented to promote economic growth in the City; and

WHEREAS, the work of previous and current Mayors, City Councils, St. Petersburg Chamber Members, City staff, the business community, and citizens have brought St. Petersburg to its current position as a unique destination and a center of this region, particularly in terms of the quality of life offered, including a thriving downtown and an attractive location for residents of all ages, including millennials; and

WHEREAS, to continue the momentum taking place in St. Petersburg, the St. Petersburg Area Chamber of Commerce and the City embarked on a year-long process to develop a strategic plan, known as the Grow Smarter Initiative, which includes the following components: Competitive Assessment, Target Business Analysis, Marketing Review, Strategy and Implementation; and

WHEREAS, the City is actively engaged in implementing the Grow Smarter Initiative by:

a) Focusing on the identified target business clusters, which are Marine and Life Sciences, Specialized Manufacturing, Financial Services, Data Analytics, and Creative Arts and Design;

b) Assisting the St. Petersburg Innovation District through business development activities;

c) Proceeding with holistic strategies to reduce poverty in South St. Petersburg through the South St. Petersburg Community Redevelopment Area plan and actions;

d) Maintaining the momentum of downtown development through major projects including the Downtown Waterfront Master Plan, the St. Petersburg Pier, Tropicana Field redevelopment, and other transformative developments;

e) Capitalizing on development opportunities on key neighborhood commercial corridors; and
f) Promoting St. Petersburg as a location for small business, entrepreneurship, and high growth companies through collaboration in the St. Petersburg Greenhouse, which is a small business and entrepreneur center in St. Petersburg; and

WHEREAS, the Grow Smarter Initiative recommends the creation, funding and staffing of EDC to serve as the catalyst for creating a vibrant sustainable economy by providing additional resources to attract new companies, assist in business retention, and recruit world-class talent, to bring new investment to St. Petersburg to create prosperity for the City’s residents; and

WHEREAS, the use of public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, the St. Petersburg City Council supports the Grow Smarter Initiative and affirmed the City’s commitment of up to $100,000 in matching funds for EDC to assist in advancing the Grow Smarter Initiative at its meeting of June 16, 2016, subject to appropriation and approval of an agreement with EDC.

NOW THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into this Agreement by reference), the promises and covenants contained herein, and other good and valuable consideration, the City and EDC agree as follows:

1. **TERM.** The term of this Agreement ("Term") shall commence on the Effective Date and shall terminate on December 31, 2020, unless this Agreement is earlier terminated as provided for herein.

2. **SCOPE OF SERVICES.** EDC shall, in accordance with this Agreement and EDC’s objectives as set forth in its bylaws, perform the following services:

A. **City Board Memberships.**

   (1) Provide the City with one (1) voting board member position on the EDC’s Governing Board, which position may be held by the City Development Administrator or equivalent position as designated by the City.

   (2) In addition to the Governing Board membership held by the City Development Administrator or equivalent position, EDC shall provide the City at least one (1) additional voting board member position on EDC’s Governing Board, which position shall be held by the Mayor of the City or the Mayor’s designee. Such board member position shall be for a period of at least one year, beginning on the Effective Date, for each annual period or portion thereof in which the City provides the Grant funds under this Agreement.
B. **City Event Registrations.** EDC shall provide the City with at least one (1) complementary registration to all EDC events which can be utilized by any individual designated by the City.

C. **Advancement of Grow Smarter Initiative.**

(1) EDC shall focus its efforts on business attraction for the identified target business clusters of Marine and Life Sciences, Specialized Manufacturing, Financial Services, Data Analytics, and Creative Arts and Design in accordance with the Grow Smarter Initiative.

(2) EDC shall market St. Petersburg as a business location for new and expanding companies.

(3) EDC shall advance and support the recruitment, formation, and expansion of quality jobs and competitive businesses that will foster and maintain a diversified, year-round, and sustainable economy for St. Petersburg.

(4) EDC shall, as a routine component of business attraction and business retention and expansion efforts, promote workforce development opportunities, by leveraging resources and partnerships to provide expanded employment opportunities for St. Petersburg residents.

(5) If requested by the City, EDC shall work cooperatively with the City in the City’s business retention efforts.

D. **Annual Plan.**

(1) On or before March 1 of each year during the Term, EDC shall submit to the City for approval a proposed plan (“Annual Plan”) that outlines the EDC’s objectives and methods for advancing the Grow Smarter Initiative and achieving the goals set forth in paragraph 2.C, above. The Annual Plan shall include, but not be limited to, the following information:

(1) A detailed plan to contact out-of-market businesses within the City’s target industry clusters, geographic location(s), develop and execute targeted, individualized outreach plan for suspect companies, including a project identifier through the EDC’s CRM.
(2) A listing of trade shows and conferences to be attended by representatives of EDC during the then-current annual period of the Agreement.

(3) Design and maintenance of a top-in-class website for the EDC to enhance the City's brand.

(4) Other marketing initiatives including but not limited to the use of social media, such as Facebook, LinkedIn, and Twitter, and other planned promotional activities intended to promote the City as a place for business.

(5) Plan for EDC to perform all research necessary to meet the requirements of this Agreement.

(6) A list of the short and long-term goals of EDC.

(2) The City shall review the proposed Annual Plan within ten (10) business days after receipt, and shall either accept the Annual Plan in accordance with paragraph 8 or shall notify EDC of any proposed changes requested by the City. EDC shall then have ten (10) business days to evaluate and make appropriate changes and resubmit the Annual Plan to the City for final approval.

E. Annual Report. Beginning January 31, 2018 and ending January 31, 2021, EDC shall provide to the City an annual report ("Annual Report") on or before January 31 of each year, which Annual Report shall outline the following results of EDC's work performed pursuant to this Agreement for the prior annual period, and shall include at least the following information:

(1) Progress on the approved Annual Plan referenced in paragraph 2.D.

(2) Report on the amount of traffic on EDC's website and social media.

(3) Efforts made to connect St. Petersburg residents with newly created jobs.

(4) Information on the types of jobs created, workforce training, and wage levels of created jobs, resulting from EDC's business development efforts.

(5) Any additional information requested by the City.

3. GRANT OF FUNDS. Subject to annual appropriations in accordance with paragraph 12, the City shall pay EDC an amount not to exceed One Hundred Thousand Dollars ($100,000) annually during the Term ("Grant") for EDC's performance of its obligations under this Agreement. The City shall make the initial Grant payment (which shall cover the period beginning on the Effective Date and ending one year thereafter), within thirty (30) calendar days after the execution of this Agreement. For each annual period thereafter, the City shall make the Grant payment within thirty (30) calendar days after the City has accepted the Annual Report required to be submitted by EDC in accordance with paragraph 2.E, above (provided, however, that such Grant payments are subject to paragraph 12).
4. **ADDITIONAL CITY SUPPORT OF THE EDC.** The City will provide EDC with information about inquiries that the City receives from interested individuals and businesses so that EDC may lead in the business recruitment process in accordance with this Agreement.

5. **TERMINATION.**

   A. **For Convenience.** Upon providing EDC with at least ninety (90) calendar days prior written notice, the City may terminate this Agreement without cause or penalty.

   B. **For Cause.** Either party may terminate this Agreement in the event of failure by the other party to observe or perform any material term or condition of this Agreement if such failure continues for thirty (30) calendar days after written notice thereof from the non-defaulting party in accordance with paragraph 11 of this Agreement.

   C. **Obligations upon Termination.**

      (1) Should this Agreement be terminated for any reason by either party prior to the end of the Term, any Grant funds paid to EDC for the then-current annual period which funds have not been previously committed for use by EDC or which funds are for services not yet performed shall be returned by EDC. To the extent funds have not been previously committed and will be used for services not yet performed, the unused funds shall be returned to the City on a pro-rata basis calculated using the number of days remaining in that annual period as of the date of termination. EDC may, at its option, remove the City representative held by the Mayor or the Mayor’s designee as provided in paragraph 2.A(2) of this Agreement. in the event of early termination provided that EDC has returned any Grant funds required to be returned pursuant to this Agreement, and further provided that the City representative has served on the Governing Board for a period of time equal to or greater than the pro-rata amount of Grant funds retained by EDC calculated using the number of days remaining in that annual period as of the date of termination.

      (2) In the event of termination of this Agreement by either party for any reason, EDC shall cooperate with the City in efforts to mitigate the impact of such termination on those individuals and businesses utilizing the services offered by EDC pursuant to this Agreement.
6. COMPLIANCE WITH LAWS. EDC shall comply with all applicable current and future federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida public records laws and all applicable Laws related to conducting business in the state of Florida.

7. SUBMITTALS. The City shall have unlimited rights, title and interest in and to all submittals provided by EDC pursuant to this Agreement ("Submittals"), including but not limited to all plans and reports required to be submitted pursuant to paragraph 2.

8. ACCEPTANCE. The City shall accept all Submittals that conform to the requirements and objectives of this Agreement. The City shall notify EDC in writing of acceptance of each Submittal. The City will give EDC notification within ten (10) business days of receipt of a Submittal of any discovery by the City of non-conformance of the Submittal with the requirements or objectives of this Agreement ("Non-Conformance") and EDC shall have a reasonable period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event shall the period to correct the Non-Conformance exceed thirty (30) calendar days from the date the City provides notice of Non-Conformance to EDC.

9. INDEMNIFICATION.

A. EDC agrees to defend at its expense, pay on behalf of, indemnify, and hold harmless the City, its officers, employees, agents, elected and appointed officials and servants (collectively, "Indemnified Parties") in connection with any third party claims arising out of the negligent acts or omissions or intentional acts or omissions or other wrong conduct of EDC or its employees in connection with performance of this Agreement.

B. Nothing within this paragraph 9 is intended to impact or limit any defenses of sovereign immunity which the City may have.

C. The provisions of this paragraph 9 are independent of, and will not be limited by, any insurance required to be obtained by EDC pursuant to this Agreement or otherwise obtained by EDC, and shall survive the expiration or earlier termination of this Agreement with respect to any third party claims or liability arising in connection with any event occurring prior to such expiration or termination.

10. INSURANCE. EDC shall carry the following minimum types and amounts of insurance at its own expense:

A. Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall list the City as an additional insured and shall
include coverage for personal injury or death or property damage or destruction, and contractual liability under this Agreement.

B. Workers’ Compensation insurance as required by Florida law.

11. **NOTIFICATION.**

A. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

**EDC**  
J.P. DuBuque  
President  
Greater St. Petersburg Area Economic Development Corporation, Inc.  
100 2nd Ave. N #130  
St. Petersburg, FL 33701  
727-460-6611

**CITY**  
Sophia Sorolis  
Economic Development Manager  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731  
727-893-7787

B. Each of the above referenced individuals shall serve as the official contact of his or her party and assume primary responsibility for coordination of services and activities pursuant to this Agreement.

12. **NON-APPROPRIATION.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

13. **DUE AUTHORITY.** EDC represents and warrants that it is, and shall continue to be for the duration of the Term, a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida

14. **ASSIGNMENT.** This Agreement may not be assigned by either party without the written consent of the other party.
15. **WAIVER.** No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written amendment to this Agreement made in accordance with this Agreement.

16. **APPLICABLE LAW, VENUE AND JURISDICTION.** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state court shall be in Pinellas County, Florida, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court or consents to personal jurisdiction in either court.

17. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the complete and final expression of the agreement of the Parties with respect to the subject matter hereof and the same supersedes and controls any and all prior agreements, understandings, representations, and statements, whether written or oral, with respect to the subject matter hereof. No amendments to this Agreement or any other agreement contemplated hereunder shall be enforceable or effective unless in writing and duly executed by the Parties.

18. **NO THIRD PARTY BENEFICIARIES.** This Agreement sets forth the agreement between the Parties and all rights and benefits established herein are established solely for the benefit of the Parties and are not intended to establish any rights or benefits in any other person or entity. Persons or entities that are not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

19. **SURVIVAL.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF the Parties hereto have executed this Agreement, which shall become effective as of the date and year above first written.

CITY OF ST. PETERSBURG, FLORIDA

By: ___________________________

ATTEST:

By: ___________________________

City Clerk

Print: ___________________________

Title: ___________________________

(seal)

Approved as to Form and Content:

______________________________

City Attorney (Designee)

GREATER ST. PETERSBURG AREA ECONOMIC DEVELOPMENT CORPORATION, INC.

By: ___________________________

J.P. DuBose

President

WITNESSES:

By: ___________________________

Sign: ___________________________

By: ___________________________

Sign: ___________________________
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving a Construction Manager Contract between the City of St. Petersburg, Florida (“city”) and The Haskell Company (“Haskell”) for Haskell to provide preconstruction and construction services for projects to increase treatment, disposal and onsite stormwater treatment capacity to handle peak wastewater and stormwater flows during wet weather events at the Southwest Water Reclamation Facility (“CM Contract”); authorizing the City Attorney to make non-substantive changes to the CM Contract; authorizing the mayor or his designee to execute the CM Contract and all other documents necessary to effectuate this transaction; authorizing payment to Haskell in an amount not to exceed $399,734 for the preconstruction services (Project No. 17058-111 - WRF SW Construction Manager FY17; Oracle No. 15956); authorizing payment to Haskell in an amount not to exceed $162,500 for the premiums on bonds and insurance requirements pursuant to the CM Contract (Project No. 17058-111 - WRF SW Construction Manager FY17; Oracle No. 15956); approving a partial control estimate for Project No. 16109-111 - WRF SW Capacity Upgrade FY17 (Oracle No. 15965) in an amount not to exceed $4,595,138; approving a partial control estimate for Project No. 16110-111 - WRF SW New Injection Wells FY17 (Oracle No. 15838) in an amount not to exceed $1,269,000; approving a rescission of an appropriation in the amount of $2,303,353 in the Water Resources Capital Projects Fund (4003) from the COS Optimization Construction FY17 Project (Oracle No. 15783); approving a supplemental appropriation in the amount of $2,303,353 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) resulting from the above rescission to Project No. 16109-111 - WRF SW Capacity Upgrades FY17 (Oracle No. 15783); approving a supplemental appropriation in the amount of $119,019 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to Project No. 17058-111 - WRF SW Construction Manager FY17 (Oracle No. 15956).

Explanation: On January 6, 2017, the City issued a Request for Qualifications, RFQ 6353, for a Construction Manager to upgrade the Southwest Water Reclamation Facility. On February 7, 2017, the City received five Statements of Qualifications (SOQs) from the following firms:

1. Archer Western Construction, LLC
2. MWH Constructors, Inc.
3. PCL Construction, Inc.
4. The Haskell Company
5. Wharton-Smith, Inc.

An evaluation committee comprised of City staff met on February 13, 2017, to discuss the SOQs. Three firms were invited to make oral presentations before the evaluation committee. The firms included:

1. PCL Construction, Inc.
2. The Haskell Company
3. Wharton-Smith, Inc.

On February 17, 2017, the evaluation committee considered the oral presentations, interviewed the three firms and deliberated to rank the firms in accordance with the Consultants Competitive Negotiation Act, Florida Statutes, Chapter 287.055. As a result of the presentations and interviews, the firms were ranked as follows:

Rank     Firms
1.        The Haskell Company
2.        Wharton-Smith
3.        PCL Construction, Inc.

Continued on Page 2
The construction manager will provide construction management services for a set of projects at the Southwest Water Reclamation Facility to (i) increase peak flow capacity from 40 to 60–70 MGD; (ii) improve efficiency; (iii) develop the ability to receive additional flow; and (iv) complete upgrades by July 2017.

Administration has negotiated a construction manager agreement with the highest ranked firm for not-to-exceed amounts for preconstruction services, premiums on bonds and insurance requirements in accordance with the CM Contract, and control estimates for construction services for two identified projects with The Haskell Company. The construction manager agreement is a modified version of AIA document A134-2009, Standard Form Agreement between Owner (City) and Construction Manager.

In addition to the contract costs outlined above, there are administrative Engineering Department costs covered through the identified funding. A portion of the total project costs is already appropriated in existing project funds ($4,402,000). Additional supplemental appropriations have been identified to fully fund these projects ($2,422,372). Below is a breakdown of the three project costs and their funding sources:

<table>
<thead>
<tr>
<th>Project Number</th>
<th>WRF SW Capacity Upgrade FY17</th>
<th>WRF SW New Injection Wells FY17</th>
<th>WRF SW Construct. Manager FY17</th>
<th>Totals</th>
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<tr>
<td>Contract Cost</td>
<td>$4,595,138</td>
<td>$1,269,000</td>
<td>$562,234</td>
<td>$6,426,372</td>
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<td>Admin. Eng. Cost</td>
<td>215,000</td>
<td>88,000</td>
<td>95,000</td>
<td>398,000</td>
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<td>Total Project Cost</td>
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<td>$1,357,000</td>
<td>$657,234</td>
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</tbody>
</table>

Cost/Funding/Assessment Information: A portion of the funding has already been appropriated ($4,402,000). Additional funding will be available following the rescission of an appropriation in the amount of $2,303,353 in the Water Resources Capital Projects Fund (4003) from the COS Optimization Construction FY17 Project (Oracle No. 15783); approving a supplemental appropriation in the amount of $2,303,353 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) resulting from the above rescission to Project No. 16109-111 - WRF SW Capacity Upgrades FY17 (Oracle No. 15965); approving a supplemental appropriation in the amount of $119,019 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to Project No. 17058-111 - WRF SW Construction Manager FY17 (Oracle No. 15956).

Attachments: Resolution (3 pages)
Technical Evaluation for RFQ 6353 (4 pages)
Modified AIA Document A134-2009 (133 pages)

Approvals:
RESOLUTION NO. 2017-__

A RESOLUTION APPROVING A CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND THE HASKELL COMPANY ("HASKELL") FOR HASKELL TO PROVIDE PRECONSTRUCTION AND CONSTRUCTION SERVICES FOR PROJECTS TO INCREASE TREATMENT, DISPOSAL AND ONSITE STORMWATER TREATMENT CAPACITY TO HANDLE PEAK WASTEWATER AND STORMWATER FLOWS DURING WET WEATHER EVENTS AT THE SOUTHWEST WATER RECLAMATION FACILITY ("CM CONTRACT"); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE CM CONTRACT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CM CONTRACT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING PAYMENT TO HASKELL IN AN AMOUNT NOT TO EXCEED $399,734 FOR THE PRECONSTRUCTION SERVICES (PROJECT NO. 17058-111 - WRF SW CONSTRUCTION MANAGER FY17; ORACLE NO. 15956); AUTHORIZING PAYMENT TO HASKELL IN AN AMOUNT NOT TO EXCEED $162,500 FOR THE PREMIUMS ON BONDS AND INSURANCE REQUIREMENTS PURSUANT TO THE CM CONTRACT (PROJECT NO. 17058-111 - WRF SW CONSTRUCTION MANAGER FY17; ORACLE NO. 15956); APPROVING A PARTIAL CONTROL ESTIMATE FOR PROJECT NO. 16109-111 - WRF SW CAPACITY UPGRADE FY17 (ORACLE NO. 15965) IN AN AMOUNT NOT TO EXCEED $4,595,138; APPROVING A PARTIAL CONTROL ESTIMATE FOR PROJECT NO. 16110-111 - WRF SW NEW INJECTION WELLS FY17 (ORACLE NO. 15838) IN AN AMOUNT NOT TO EXCEED $1,269,000; APPROVING A RESCISSION OF AN APPROPRIATION IN THE AMOUNT OF $2,303,353 IN THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) FROM THE COS OPTIMIZATION CONSTRUCTION FY17 PROJECT (ORACLE NO. 15783); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $2,303,353 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) RESULTING FROM THE ABOVE RESCISSION TO PROJECT NO. 16109-111 - WRF SW CAPACITY UPGRADES FY17 (ORACLE NO. 15965); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $119,019 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) TO PROJECT NO. 17058-111 - WRF SW CONSTRUCTION MANAGER FY17 (ORACLE NO. 15956); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") issued a Request for Qualifications ("RFQ") for a Construction Manager for the Southwest Water Reclamation improvements on January 6, 2017; and
WHEREAS, the City received five (5) statements of qualifications from (1) Archer Western Construction, LLC; (2) MWH Constructors, Inc.; (3) PCL Construction, Inc. (“PCL”); (4) The Haskell Company (“Haskell”) and (5) Wharton-Smith, Inc. (“Wharton-Smith”) in response to the RFQ; and

WHEREAS, in accordance with the City’s procurement procedures, the selection committee (Brajesh Prayman, John Palenchar, Mike Ryle, John Parks, David Abbaspour and George “Kenny” Wise) met on February 13, 2017, to discuss the statements of qualifications and voted to short-list and hear presentations from PCL, Haskell and Wharton-Smith; and

WHEREAS, the three (3) short-listed firms made presentations to the selection committee on February 17, 2017; and

WHEREAS, based on the presentations and statements of qualifications submitted by the three (3) short-listed firms, the selection committee deliberated in the February 17, 2017 open public meeting and ranked Haskell as the most qualified firm to provide construction manager services for the Southwest Water Reclamation improvements with Wharton-Smith ranked second and PCL ranked third; and

WHEREAS, the City wishes to contract with Haskell for Haskell to provide preconstruction and construction services for projects to increase treatment, disposal and onsite stormwater treatment capacity to handle peak wastewater and stormwater flows during wet weather events at the Southwest Water Reclamation Facility and Haskell wishes to accept such duties and responsibilities on all the terms and conditions set forth in the construction manager contract between the City and Haskell.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Construction Manager Contract between the City of St. Petersburg, Florida, and The Haskell Company (“Haskell”) for Haskell to provide preconstruction and construction services for identified projects at the Southwest Water Reclamation Facility (“CM Contract”) is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney is authorized to make non-substantive changes to the CM Contract to correct typographical errors and clarify provisions of the CM Contract to conform to City Council’s direction.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the CM Contract and all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that payment to Haskell in an amount not to exceed $399,734 for the preconstruction services (Project No. 17058-111 - WRF SW Construction Manager FY17; Oracle No. 15956) is hereby approved.

BE IT FURTHER RESOLVED that payment to Haskell in an amount not to exceed $162,500 for the premiums on bonds and insurance requirements pursuant to the CM Contract
(Project No. 17058-111 - WRF SW Construction Manager FY17; Oracle No. 15956) is hereby approved.

BE IT FURTHER RESOLVED that a Partial Control Estimate for Project No. 16109-111 – WRF SW Capacity Upgrade FY17 (Oracle No. 15965) in an amount not to exceed $4,595,138 is hereby approved.

BE IT FURTHER RESOLVED that a Partial Control Estimate for Project No. 16110-111 - WRF SW New Injection Wells FY17 (Oracle No. 15838) in an amount not to exceed $1,269,000 is hereby approved.

BE IT FURTHER RESOLVED that the appropriation in the amount of $2,303,353 in the Water Resources Capital Project Fund (4003) from the COS Optimization Construction FY 17 Project (Oracle No. 15783) is hereby rescinded.

BE IT FURTHER RESOLVED that there are hereby approved from the unappropriated balance of the Water Resources Capital Project Fund (4003) the following supplemental appropriations for Fiscal Year 2017:

- Water Resources Capital Project Fund (4003)
  WRF SW Capacity Upgrade FY17 (Oracle No. 15965) $2,303,353

- Water Resources Capital Project Fund (4003)
  WRF SW Construction Manager FY17 (Oracle No. 15956) $119,019

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)  
Administration

Budget
V3.3-3-17 FINAL
Technical Evaluation for RFQ 6353
958-26 Construction Manager SWWRF

Summary Work Statement

The City received five Statements of Qualifications (SOQs) for RFQ 6353: Construction Manager Southwest Water Reclamation Facility. The successful firm will provide construction management services to upgrade the southwest water reclamation facility. The upgrade is expected to be completed by July 2017. The five qualification statements were received from:

1. Archer Western Construction, LLC
2. MWH Constructors, Inc.
3. PCL Construction, Inc.
4. The Haskell Company
5. Wharton-Smith, Inc.

Evaluation Committee

Evaluations of the five qualification statements were conducted by the following staff:

Brejesh Prayman, Director, Engineering & Capital Improvements
John Palenchar, Interim Director, Water Resources
Mike Ryle, Assistant Director, Engineering & Capital Improvements
David Abbaspour, Senior Engineer, Engineering & Capital Improvements
George "Kenny" Wise, Plant Operator, Southwest Water Reclamation Facility
John Parks, Technical Support Manager, Water Resources

Evaluation Criteria

The SOQs were evaluated on the following criteria:

- Team background and experience
- Project approach
- Relevant project examples
- Small, Minority, Women and Disadvantaged Business Enterprise programs
- Exceptions to modified AIA documents

Offerors’ Profiles

Below is a profile of each firm and a summary of the strengths and weaknesses of each as reported after the initial independent review.

Archer Western Construction, LLC was founded in Illinois in 2010 and its headquarters are in Chicago, IL. It has a Tampa office with a staff of 86 employees who will be assigned to this project.

Strengths include: understands the 24/7 work schedule requirements; large firm with experience with large projects; listed several sub-consultants that are SBEs; detailed scheduling and planning in SOQ; self-performs much of the work.
Weaknesses include: prime business is mass transit work; substitutes designated materials with materials of lower quality from value engineering; little in-state project experience; may lack experience with local firms due to lack of Florida projects; did not mention permit application process; concerns about how this large firm works with existing onsite CMAR; not familiar with SWWRF and has not worked with the City before; did not indicate any prior working relationship with the sub-consultants; lacks details about how they would coordinate the process with current construction manager; proposed substitution of materials.

The proposal meets the City's requirements.

**MWH Constructors, Inc.** is a Delaware corporation founded in 1993, with corporate headquarters located in Boomfield, CO. The firm maintains a Tampa office with 128 employees.

Strengths include: large firm with large project experience; onsite supervisor has a lot of experience; good sewer plant experience; can perform commissioning and start-up.

Weaknesses include: named no sub-consultants, SBEs or small, minority or disadvantaged businesses; higher management lacks experience; Eckerd cooling project has piping issues; intends to treat each project separately, with separate project managers; wishes to wait for 90 percent of the design before GMP; will impact schedule; general approach to schedule; larger firm working with smaller current CM; referenced projects are much larger than those at SWWRF; did not specify self-performed pre-construction tasks to accelerate the schedule; didn’t understand the project approach unique to this project; offered CMAR point of view. Self-perform entire project.

The proposal meets the City's requirements.

**PCL Construction, Inc.** was incorporated in Colorado in 2009. They have a Tampa office staffed by 24 employees. The corporate headquarters are in Tempe, AZ.

Strengths Include: experienced local team; addressed procurement issues; strong understanding of local projects; local staff familiar with the area and conditions; good to work with; capable of self-performing; used to working on-site with other construction operations ongoing; has experience with City and City operations; ready for immediate mobilization.

Weaknesses include: named no sub-consultants, SBEs or small, minority or disadvantaged businesses; not familiar with SWWRF; did not indicate what portions of the work they would subcontract; no fast-track project experience; did not provide detailed schedule or project approach.

The proposal meets the City's requirements.

**The Haskell Company** was founded in 1965, with its headquarters in Jacksonville, FL. It has a staff of over 1,300 people.

Strengths Include: current on-site construction manager-at-risk; familiar with site and City operations; no learning curve; the detailed schedule and project approach recognized the 24/7 schedule; identified multiple similar-sized projects in Florida; identified acceleration tasks; provided task a list; outreach for SBEs plan is in place; owner-direct purchasing experience; in-depth knowledge of project; very quick turnaround to begin new projects.
Weaknesses include: did not propose adding staff and construction crews to perform these projects; questions about the ability to handle the additional work; doubt about the number of staff designated; hiring sub-contractors by invitation only; the list of personnel from a prior project is different from the team identified for a prior CMAR; inspection issues on current CMAR project.

The proposal meets the City’s requirements.

**Wharton-Smith, Inc.** The company was founded in 1984, with corporate offices in Sanford, FL. The project would be assigned to its Tampa office.

Strengths include: extensive project experience with the City; currently on-site as sub-contractor to Haskell Company; local firm with Tampa office; generally satisfied with the quality of their work; statement demonstrates recruitment of small, minority and disadvantaged firms.

Weaknesses include: project approach is general; did not provide any fast-track project experience; inattention to project details with reference to smoke testing which is not applicable to this project.

The proposal meets the City’s requirements.

**Shortlisting and Oral Presentations**

The SOQs were initially evaluated solely on the evaluation criteria established in the RFQ. A shortlist meeting was held on February 13, 2017, to identify no less than three firms in accordance with Florida’s Consultants Competitive Negotiations Act, Chapter 287 Florida Statutes.

Three firms were invited to make oral presentations. They were:

1. PCL Construction, Inc.
2. The Haskell Company
3. Wharton-Smith, Inc.

Oral presentations took place on February 17, 2017, before the evaluation committee for the purpose of clarifications and to ensure full understanding of the City’s requirements. The presentations also enabled the committee to have a full understanding of the firms’ SOQs and responses. Following the presentations, the evaluation committee met to deliberate. The evaluation committee ranked the firms as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
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<tr>
<td>1.</td>
<td>The Haskell Company</td>
</tr>
<tr>
<td>2.</td>
<td>Wharton-Smith, Inc.</td>
</tr>
<tr>
<td>3.</td>
<td>PCL Construction, Inc.</td>
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</tbody>
</table>

**Recommendation for Award**

The Haskell Company has met the requirements of RFQ No. 6353 and has been determined to be the most advantageous to the City, taking into consideration its years of providing these services to the City, and the evaluation criteria set forth in a RFP.

The firm was selected for the following reasons:
• Continuity on-site with one firm being responsible (CMAR on Biosolids project on-site)
• Local office in Tampa allows for easy access and quick response
• Understanding of the City's procurement requirements and owner-direct purchase program
• Committed to exceed the apprentice and disadvantaged worker requirements
• Committed to staffing and operating on a 24/7 schedule
• Familiar and knowledge of the SWWRF

Brehesh Prayman, Chair
Mike Ryle, Committee Member
George "Kenny" Wise

John Palenchar, Committee Member
David Abbaspour, Committee Member
John Parks, Committee Member
Attached is the current draft of the Construction Manager Contract between the City and The Haskell Company that will be discussed at the March 16, 2017 City Council meeting. This draft is under final review and a few non-substantive changes (e.g., internal consistency, typos, paragraph references, formatting, and address/contact information) are anticipated.
AGREEMENT made as of the __ day of ________________ in the year ________________
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)               

and the Construction Manager:
(Name, legal status and address)               

The Haskell Company

for the following Projects:
(Name and address or location)

Project No. 16091-111:  SWWRF Clarifier Addition Yard Piping
Project No. 16092-111:  SWWRF Headworks Improvements
Project No. 16093-111:  SWWRF Tertiary Filters Capacity Improvements
Project No. 16109-111:  SWWRF Capacity Upgrades Project
Project No. 16110-111:  SWWRF Reclaimed Water & Injection Wells Improvements
Project No. 17071-111:  SWWRF Storm Water and Site Improvements

(These Projects shall be referred to as collectively the “Projects” or individually a “Project”).

The Engineers:

Land & Water Engineering Science: Project No. 17071-111
McKim & Creed: Project No. 16091-111
Carollo Engineers, Inc.: Project No. 16092-111
AECOM: Project No. 16093-111
Brown and Caldwell: Project 16109-111
ASRus, LLC: Project No.16110-111

The Owner’s Designated Representative:
(Name, address and other information)

City of St. Petersburg
Engineering and Capital Improvements Department

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007. General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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P.O. Box 2842  
St. Petersburg, FL 33731  
Attention: Brejesh Prayman, P.E  
Director, Engineering & Capital Improvements  
Phone: (727) 892-7295  
Fax: (727) 892-5476  
Email: bre.esh.prayman@stpete.org

The Construction Manager’s Designated Representative:  
(Name, address and other information)

The Engineers’ Designated Representative:  
(Name, address and other information)

AECOM  
7650 W. Courtney Campbell Causeway  
Tampa, FL 33607  
Designated Representative: Dana K. Tallman, P.E., BCEE, Vice President  
dana.tallman@aecom.com

ASRus, LLC  
13329 North Armenia Avenue  
Tampa, FL 33613  
Designated Representative: Mark McNeal, PG, CEO  
mrneael@asrus.net

Brown and Caldwell (Corporation)  
5405 Cypress Center Drive, Suite 250  
Tampa, FL 33609  
Designated Representative: Todd Bosso, P.E., Managing Engineer  
tbosso@hrncald.com

Carollo Engineers, Inc.  
10117 Princess Palm Avenue, Suite 340  
Tampa, FL 33610  
Designated Representative: Eric Peters, P.E., Vice President  
cepeters@carollo.com

Land & Water Engineering Science, Inc.  
9887 4th Street North, #219  
St. Petersburg, FL 33702  
Designated Representative: Dikran Kalaydjian, P.E., President  
dikran@lwes.net

McKim & Creed, P.A.  
3903 Northdale Blvd., Suite 140W  
Tampa, FL 33624  
Designated Representative: Street Lee, P.E., ENV SP  
slee@mckmcreed.com

The Owner and Construction Manager agree as follows.
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5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6 COST OF THE WORK FOR CONSTRUCTION PHASE

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract and Contract Documents

This Agreement (AIA134-2009) and the Contract Documents form the Contract between the Owner and the Construction Manager. The Contract Documents consist of the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, the Request for Qualifications, Construction Manager's Statement of Qualifications, other documents listed or referenced in this Agreement or the Contract Documents, and Modifications issued after execution of this Contract. Upon the Owner's approval of the Control Estimate(s) for each Project, the Contract Documents will also include the documents described in Section 2.2.4 and revisions prepared by the Engineers and furnished by the Owner as described in Section 2.2.5. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by the Contract and covenants with the Owner to cooperate with the Engineers and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and
supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Construction Manager has informed the Owner, and hereby represents to the Owner, that it has extensive experience in constructing projects similar to the Projects identified in the Contract, and that it is well acquainted with the components that are properly and customarily included within such Projects and the requirements of laws, ordinances, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the Projects, including building, labor, safety, licensing or environmental laws and local building codes, building standards, and trade practices affecting the Projects. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract.

§ 1.3 General Conditions

AIA Document A201™-2007, general conditions of the contract for construction, as modified by Owner in writing, shall apply to all the services and work being performed or provided by the Construction Manager pursuant to the Contract. AIA Document A201-2007™, as modified by Owner, is attached hereto and incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 1.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum for each Project is the actual Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee as defined in Section 5.1. The Contract Time for each Project is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work for a Project as certified by the applicable Engineer in accordance with Section 9.8 of AIA Document A201-2007. The specific Contract Time for each Project shall be set forth in the Contract or in a Modification. The Contract Time shall be measured from the date of commencement of the Construction Phase for a Project as established pursuant to Section 2.3.1.2 of this Agreement. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of A201-2007.

ARTICLE 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager’s Preconstruction Phase responsibilities are set forth in Section 2.1, Section 2.2 and the Contract Documents. The Construction Manager’s Construction Phase responsibilities are set forth in Section 2.3 and the Contract Documents. The Owner and Construction Manager may agree, in consultation with the Engineers, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative or representatives authorized to act on behalf of the Construction Manager with respect to the Projects.

§ 2.1 Preconstruction Phase

§ 2.1.1 The engineering documents, reports, drawings and specifications for a Project will be provided to the Construction Manager for the preconstruction phase. The Construction Manager shall provide a preliminary evaluation of the Owner’s program (which includes value engineering and constructability services), schedule and construction budget requirements, each in terms of the other. The Construction Manager shall work with the applicable Engineer or Engineers to develop a cost plan that meets the proposed budget performance goals as described in the drawings and specifications developed by the applicable Engineer.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Engineers and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Engineers on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the requirements for the Projects to the Owner and Engineers on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 Projects Schedule

When the requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Projects schedule for the Engineers’ review and the Owner’s acceptance. The Construction
Managers shall obtain the applicable Engineer's approval for the portion of the Projects schedule relating to the performance of such Engineer's services. The Projects schedule shall coordinate and integrate the Construction Manager's services, the Engineers' services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect timely completion of the Projects. The updated Projects schedule shall include the following: submission of a Control Estimate(s) for each Project; the components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner. The Projects schedule shall be submitted in writing in a format agreed to by both the Owner and Construction Manager.

§ 2.1.4 Phased Construction

The Construction Manager shall timely provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the engineering documents and other design criteria and documents prepared by the applicable Engineer for each Project, the Construction Manager shall timely prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the applicable Engineer's review and Owner's approval. If the applicable Engineer or Construction Manager suggests alternative materials and systems, the Construction Manager shall timely provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 Cost Estimate Updates

As the applicable Engineer progresses with the preparation of the engineering documents, reports, drawings and specifications for a Project, the Construction Manager shall prepare and update, at appropriate intervals as set forth in the Projects Schedule, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Construction Manager submits a Control Estimate(s) for each Project for the Work, pursuant to Section 2.2. Such estimates shall be provided for the applicable Engineer's and Owner's review and the Owner's approval.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop subcontractors' and suppliers' interest in the Projects. The Construction Manager shall provide to the Owner for prior written approval a process for the selection and evaluation of qualified Subcontractors and suppliers. Such process shall comply with applicable Laws.

§ 2.1.7 Procurement Schedule/Coordination

The Construction Manager shall prepare, for the Engineers' review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate(s), the Owner or the Construction Manager shall procure the items on terms and conditions either reviewed by the Construction Manager if items will be purchased by the Owner, or approved by the Owner if items will be purchased by the Construction Manager. The Construction Manager shall coordinate with the Owner regarding implementation of the Owner's Direct Purchase Tax Saving Program set forth in Exhibit A. If the Owner procures items for a Project, upon the Owner's approval of the Control Estimate(s) for such Project, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, shall warrant or guarantee estimates and schedules, including a Control Estimate(s) for each Project and the estimated date of Substantial Completion for each Project. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable Laws (as defined in § 11.5.4 of this Agreement), but the Construction Manager shall promptly report to the applicable Engineer and Owner any...
nonconformity discovered by or made known to the Construction Manager or which the Construction Manager should have reasonably known in its expertise as a Construction Manager.

§ 2.1.9 Notices and Compliance with Laws
The Construction Manager shall comply with applicable Laws, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 2.1.10 Pre-Commissioning
The Construction Manager shall provide pre-commissioning review for the Projects and input during design and equipment selection to verify operability and function to meet the requirements for the Projects.

§ 2.1.11 Delivery of Deliverables
The deliverables associated with Construction Manager’s duties and responsibilities as set forth in Section 2.1 and in the Contract Documents shall be provided to the Owner and Engineers in the form of written correspondence or reports within the timeframe established by the Owner so that the Owner and the Engineers have a reasonable time to respond.

§ 2.2 Control Estimate(s) for Each Project
§ 2.2.1 At a time to be mutually agreed upon in writing by the Owner and the Construction Manager and in consultation with the applicable Engineer, the Construction Manager shall prepare proposed Control Estimate(s) for each Project for the Owner’s review and acceptance.

§ 2.2.2 In addition to preparing proposed Control Estimate(s) for each Project, the Construction Manager shall develop and implement a detailed system of cost control, as approved by the Owner, that will provide the Owner and Engineers with timely information as to the anticipated total Cost of the Work. The cost control system shall compare Control Estimate(s) for each Project with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager’s first Application for Payment for a Project and shall be revised and submitted with each Application for Payment for a Project.

§ 2.2.3 Drawings and Specifications – Further Development
To the extent that the Drawings and Specifications for a Project are anticipated to require further development by the applicable Engineer, the Construction Manager shall provide in Control Estimate(s) for such Project for such further development consistent with the Contract and reasonably inferable therefrom.

§ 2.2.4 Proposed Control Estimate(s) excluding extended general conditions (i.e., costs for Construction Manager to Manager the Project) and premiums for insurance and bonds for each Project shall include:
\[1\] a list of the Drawings and Specifications, including all Addenda thereto, specific warranties and guarantees and the Conditions of the Contract;
\[2\] a list of the clarifications and assumptions made by the Construction Manager in the preparation of Control Estimate(s), including assumptions under Section 2.2.3, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
\[3\] a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager’s Fee. Proposed Control Estimate(s) shall not include credits for anticipated tax savings pursuant to the Owner’s Direct Purchase Program, extended general conditions and premiums for insurance and bonds;
\[4\] the anticipated date of Substantial Completion upon which Control Estimate(s) is based, and a schedule for the issuance dates of the Construction Documents upon which the anticipated Substantial Completion date relies; and
\[5\] any additional information reasonably requested by Owner to allow the Owner to fully evaluate proposed Control Estimate(s).

§ 2.2.5 Proposed Control Estimate(s) for extended general conditions (i.e., costs for Construction Manager to Manager the Project) and premiums for insurance and bonds for the Projects shall include:
\[1\] a statement of the estimated extended general conditions, which is a Cost of the Work, organized by categories, contingency, and the Construction Manager’s Fee.
§ 2.2.6 Partial Control Estimate(s) for Project No. 16109-111 – SWWRF Capacity Upgrades Project

A partial Control Estimate(s) for Project No. 16109-111 – SWWRF Capacity Upgrades Project is set forth in Exhibit F. The partial Control Estimate(s) for Project No. 16109-111 – SWWRF Capacity Upgrades Project may be amended or modified provided that such amendment or modification is approved by City Council and further provided that the Owner and the Construction Manager execute the necessary documents to incorporate such amendment or modification to the partial Control Estimate(s) for Project No. 16109-111 – SWWRF Capacity Upgrades Project. The Construction Manager shall obtain written approval from the Owner in accordance with the Contract terms and conditions prior to using any contingency funds set forth in the partial Control Estimate(s) for Project No. 16109-111 – SWWRF Capacity Upgrades Project. Upon Final Completion of the Work set forth in the Control Estimate(s) for Project No. 16109-111 – SWWRF Capacity Upgrades Project, any contingency funds which have not been expended shall be disbursed back to the Owner. In the event Construction Manger fails to meet the Substantial Completion Dates set forth in the Control Estimate(s) for Project No. 16109-111 – SWWRF Capacity Upgrades Project, the Construction Manager and its surety shall be liable for and shall pay to the Owner the sums hereafter stipulated as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, for each calendar day of delay until the Work set forth in the partial Control Estimate(s) for Project No. 16109-111 – SWWRF Capacity Upgrades Project is substantially complete in the aggregate amount of $1,000 per calendar day. The liquidated damages for each sub-project set forth in the partial Control Estimate(s) for Project No. 16109-111 – SWWRF Capacity Upgrades Project shall be capped at One Hundred Percent (100%) of the Construction Manager’s Fee for such sub-project. These liquidated damages shall be the Owner’s sole and exclusive remedy for the Construction Manager’s delay of the Work set forth in the partial Control Estimate(s) for Project No. 16109-111 – SWWRF Capacity Upgrades Project.

§ 2.2.7 Partial Control Estimate(s) for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements

A partial Control Estimate(s) for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements is set forth in Exhibit G. The partial Control Estimate(s) for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements may be amended or modified provided that such amendment or modification is approved by City Council and further provided that the Owner and the Construction Manager execute the necessary documents to incorporate such amendment or modification to the partial Control Estimate(s) for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements. The Construction Manager shall obtain written approval from the Owner in accordance with the Contract terms and conditions prior to using any contingency funds set forth in the partial Control Estimate(s) for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements. Upon Final Completion of the Work set forth in the Control Estimate(s) for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements, any contingency funds which have not been expended shall be disbursed back to the Owner. In the event Construction Manger fails to meet the Substantial Completion Dates set forth in the Control Estimate(s) for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements, the Construction Manager and its surety shall be liable for and shall pay to the Owner the sums hereafter stipulated as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, for each calendar day of delay until the Work set forth in the partial Control Estimate(s) for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements is substantially complete in the aggregate amount of $1,000 per calendar day. The liquidated damages for each sub-project set forth in the partial Control Estimate(s) for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements shall be capped at One Hundred Percent (100%) of the Construction Manager’s Fee for such sub-project. These liquidated damages shall be the Owner’s sole and exclusive remedy for the Construction Manager’s delay of the Work set forth in the partial Control Estimate(s) for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements.

§ 2.2.8 Approval of Control Estimate(s) for a Project

The Owner shall notify the Construction Manager in writing when the Owner has accepted a proposed Control Estimate(s) for a Project and once accepted the Owner shall prepare the necessary documents amending the Contract. Following approval by the St. Petersburg City Council, the Owner and Construction Manager shall execute the documents prepared by the City to amend the Contract, which documents shall incorporate the agreed upon Control Estimate(s) for a Project with the information and assumptions upon which it is based and other terms and conditions.
agreed upon by the parties. Any Control Estimate(s) for a Project may be amended or modified provided that such amendment or modification is approved by City Council and further provided that the City and the Construction Manager execute the necessary documents to incorporate such amendment or modification to a Control Estimate(s) for a Project. The Construction Manager shall obtain written approval from the Owner in accordance with the Contract terms and conditions prior to using any contingency funds set forth in a Control Estimate(s). Upon Final Completion of a Project, any contingency funds set forth in a Control Estimate(s) which have not been expended shall be disbursed back to the Owner.

§ 2.2.9 Drawings and Specifications/Clarifications The Owner shall authorize the applicable Engineer to incorporate the agreed-upon assumptions and clarifications contained in the Control Estimate(s) for a Project. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall promptly notify the Owner and applicable Engineer of any inconsistencies between Control Estimate(s) for a Project and the revised Drawings and Specifications.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase for each Project.

§ 2.3.1.2 The Construction Phase for each Project shall commence upon the Owner’s issuance of a Notice to Proceed which shall occur after the City and Construction Manager execute the documents prepared by the City to amend the Contract, which documents shall incorporate the agreed upon Control Estimate(s) for a Project with the information and assumptions upon which it is based and other terms and conditions agreed upon by the parties.

§ 2.3.1.3 Prior to commencement of the Construction Phase for each Project, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work for each Project.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain quotes. The Construction Manager shall obtain quotes from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such quotes to the applicable Engineer. The Owner shall then determine, with the advice of the Construction Manager and the applicable Engineer, which quotes will be accepted. The Construction Manager shall not contract with any subcontractor to which the Owner reasonably objects. The process for the selection and evaluation of qualified Subcontractors shall be approved by the City prior to the Construction Manager obtaining quotes and/or responses from Subcontractors. The Construction Manager shall warrant that there are no conflicts of interest in the performance of construction work by the Construction Manager or any of its Subcontractors.

§ 2.3.2.2 Subcontracts or other agreements shall conform to the applicable payment provisions of the Contract, and shall not be awarded on the basis of cost plus a fee without the prior written consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.3 Bidder Disclosure

If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.4 Progress Meetings

The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Engineers.
§ 2.3.2.5 Construction Schedule
Upon the Owner’s approval of a Control Estimate(s) for a Project, the Construction Managers shall prepare and submit to the Owner and Engineer a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.6 Progress Reports
The Construction Manager shall record the progress of the Projects. On a monthly basis, or otherwise as agreed to in writing by the Owner, the Construction Manager shall submit written progress reports to the Owner and Engineers, showing percentages of completion, cost reports and identification of pending or potential changes and claims and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Engineers, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 Commissioning
The Construction Manager shall provide pre-commissioning plans, processes, and necessary documentation identified early on in the construction phase of each Project to ensure the Construction Manager is prepared to provide the necessary documentation and support to fulfill the requirements for the Projects. The following is a brief listing of key commissioning actions to be completed by the Construction Manager.

1. Develop Start-Up and Commissioning Plan
2. Develop Start-Up Safety Plan
3. Review Project Technical Data (OEM Manuals)
4. Develop the System Start-Up Boundary Scoping
5. Review and support the development of a detailed Start-Up and Commissioning Schedule
6. Develop System Turnover Packages for “Construction to Start-Up” and “Start-Up to Operations”
7. Perform operability/commissioning review
8. Develop Pre-Commissioning procedures for typical testing/flushing/electrical checks
9. Develop and maintain Jumper Log/By-pass Log and control SU LOTO Procedures

§ 2.3.2.9 Final Commissioning/Testing
The Construction Manager shall provide final commissioning and testing services for Projects as follows:

1. As the construction of various plant systems reach completion, commissioning and testing activities required for start-up and operation will be completed.
2. Verify that all necessary test equipment is on-site
3. Walk Down and Punch-List Plant Systems
4. Commission and Start-Up Plant Systems and Equipment in accordance with the Commissioning Procedures and industry testing standards
5. Complete required Facility Testing
6. Resolve Punch-List Items
7. Finalize Start-Up Documentation
8. Implement Start-Up Field Reports system
9. Maintain all necessary logs and turn them over to the Engineer at Project completion
10. Finalize Mobilization Schedule
11. Develop Punch-List Structure and Priorities

§ 2.4 Professional Services
Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials
Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.
§ 2.6 Personnel
The Construction Manager shall submit to Owner for approval a list of all management and supervisory personnel assigned to the Projects. Construction Manager shall make no changes to this list without the Owner’s prior written consent, such consent which shall not be unreasonably withheld.

ARTICLE 3  OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 Upon request, the Owner shall provide information, if available, with reasonable promptness, regarding requirements for and limitations on the Projects, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Intentionally Left Blank

§ 3.1.3 The Owner shall establish and periodically update the Owner’s budget for the Projects, including (1) the budget for the Cost of the Work for each Project as defined in Section 6.1.1, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner increases or decreases the Owner’s budget for the Cost of the Work for any Project, the Owner shall notify the Construction Manager and the applicable Engineer. The Owner and the applicable Engineer, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work for such Project or in the Project’s scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports.
During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services. Owner provides such information without warranty or guarantee of its accuracy. Construction Manager relies upon such information at its own risk and further represents that after the exercise of due diligence and review, it is not aware of any inaccuracies in such information unless it has timely notified Owner of such inaccuracies in writing.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties in writing, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 Survey Data
The Owner shall furnish all existing surveys describing legal limitations and utility locations for the site of the Projects, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries of the site; locations, dimensions with respect to existing buildings, and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 3.1.4.3 Intentionally Left Blank

§ 3.1.4.4 During the Construction Phase for each Project, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

§ 3.2 Owner’s Designated Representative
The Owner shall designate a representative authorized to act on behalf of the Owner with respect to the Projects. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section
4.2.1 of A201—2007, the Engineers do not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 3.3 Engineers

The Owner has selected the following Engineers to provide services, duties and responsibilities related to the Projects required to be constructed pursuant to the Contract. The Engineers are:

Land & Water Engineering Science: Project No. 17071-111
McKim & Creed: Project No. 16091-111
Carollo Engineers, Inc.: Project No. 16092-111
AECOM: Project No. 16093-111
Brown and Caldwell: Project 16109-111
ASRus, LLC: Project No.16110-111

The Owner shall provide the Construction Manager a copy of the Architect/Engineer agreements (including Task Orders), and any amendments thereto, executed between the Owner and an Engineer.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES FOR THE PROJECTS

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager’s Preconstruction Phase services, the Owner shall compensate the Construction Manager on a time and material basis pursuant to the rates set forth in Exhibit B, provided that the amount for Preconstruction Phase services shall not exceed three hundred ninety nine thousand seven hundred thirty four dollars ($399,734), which is inclusive of all out of pocket expenses, including but not limited to phone, computer, postage, transportation, lodging, meals, and materials.

§ 4.2 Payments

The Construction Manager shall invoice the Owner on a monthly basis and the Owner shall pay the Construction Manager within thirty (30) days of receipt of such invoice (provided the Construction Manager is in compliance with the terms and conditions of the Contract. The monthly invoice shall detail the services provided by Construction Manager. The fixed amount set forth in § 4.1 may be increased only in strict accordance with the Contract.

§ 4.3 Additional Preconstruction Phase Services

If the Owner wants the Construction Manager to provide additional Preconstruction Phase services beyond those services required by the Contract, the Owner and the Construction Manager shall mutually agree in writing to such additional services and the costs and fees for such additional services. Once agreed to in writing, the Owner and the Construction manager shall execute an amendment to the Contract.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES FOR EACH PROJECT

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum for each Project. The Contract Sum for each Project is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee is 5.75 percent of the Cost of Work.

§ 5.1.2 Intentionally Left Blank

§ 5.1.3 A Subcontractor’s overhead is limited to ten percent (10%), and profit for increases in the cost of its portion of the Work is limited to five percent (5%).
§ 5.2 Changes in the Work

§ 5.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The applicable Engineer may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, provided they do not result in any changes to the Contract Sum for a Project or Contract Time for a Project. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time for a Project and/or Contract Sum for Project as a result of changes in the Work as approved in writing by the Owner. The Construction Manager shall incorporate (via an addendum) all changes in the Work and Contract Time as separate entries in Control Estimate(s).

§ 5.2.2 Increased costs for the items set forth in Sections 6.1 through 6.7 that result from changes in the Work shall become part of the Cost of the Work for a Project, and the Construction Manager’s Fee shall be adjusted as provided in Section 5.2.4.

§ 5.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or applicable Engineer which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work for a Project or estimated date of Substantial Completion for a Project in comparison with the Control Estimate(s) for the Project, the Construction Manager shall promptly notify the Owner and applicable Engineer in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and applicable Engineer.

§ 5.2.4 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 Subject to a Control Estimate(s) for a Project, the term Cost of the Work for a Project shall mean costs necessarily, reasonably and actually incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Work for each Project during the Construction Phase shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior written approval, the Construction Manager shall obtain such approval prior to incurring the cost.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior written approval, at off-site workshops.

§ 6.2.2 Wages of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s prior written approval.

§ 6.2.3 Wages of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.
§ 6.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors shall be in accordance with the requirements of the Contract.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including but not limited to transportation and storage, of materials and equipment incorporated in the completed construction provided that such materials and equipment have been delivered to the Project site and incorporated into the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rental Charges of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner’s prior written approval, and consistent with those prevailing in the area.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored, insured and bonded off site at a mutually acceptable location, subject to the Owner’s prior written approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds that can be directly attributed to the Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract, with the Owner’s prior written approval. Premiums for the Builder’s Risk Insurance, Contractor Controlled Insurance Program (CCIP), Subguard Pricing and Public Construction Bond required by the Contract that are obtained by the Construction Manager and passed directly through to the Owner are considered reimbursable as Cost of the Work, however are not for the purpose of applying the Construction Manager’s Fee.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract to pay.
§ 6.6.4 Fees of laboratories for tests required by the Contract, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner’s written consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager’s Fee. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner’s prior written approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and only to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager, Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work for each Project shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;

.2 Expenses of the Construction Manager’s principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

.4 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;

.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Legal costs of whatever nature;

.7 Costs arising from Construction Manager’s delays in completing the construction and Contract permit conditions;

.8 Damages associated with Force Majeure Event (as defined herein) and Subcontractor and supplier actions;

.9 Any cost not specifically and expressly described in Sections 6.1 to 6.10;

.10 Costs for services incurred during the Preconstruction Phase; and

.11 Items purchased pursuant to Section 2.1.7 of this Agreement.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment for each Project and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with...
which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work for each Project.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent (10%) in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner and comply with applicable Laws. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting payment, accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of six (6) years after final payment for the last Project completed pursuant to the Contract, or for such longer period as may be required by applicable Laws (defined herein). Personnel rates, multipliers and other fixed percentages and amounts to be charged by Construction Manager as a Cost of the Work for each Project are deemed to constitute Construction Manager "Cost of the Work" under the Contract and are auditable only to determine their proper application under the Contract and not their composition.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment for each Project submitted to the Owner and applicable Engineer by the Construction Manager and Certificates for Payment for each Project issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum for such Project to the Construction Manager as provided below and as required by the Contract and in accordance with the Florida Prompt Payment Act.

§ 7.1.2 The period covered by each Application for Payment for each Project shall be one calendar month ending on the last day of the month.

§ 7.1.3 Provided that an Application for Payment for each Project is received by Owner and the applicable Engineer not later than the «thirtieth (30th)» day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the «twenty-fifth (25th)» day of the «following» month. If an Application for Payment for each Project is received by the applicable Engineer after the application date fixed above, payment shall
be made by the Owner not later than twenty-five (25) days after the applicable Engineer receives the Application for Payment for each Project.

§ 7.1.4 With each Application for Payment for each Project, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, affidavits, lien waivers, and any other evidence required by the Owner or applicable Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work for each Project equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment for each Project. Unless otherwise required by applicable Laws, the Construction Manager shall require lien waivers from Subcontractors or suppliers who have served statutory Notices (as defined in Florida Statutes) to Owner on the Project.

§ 7.1.5 Applications for Payment for each Project shall show the Cost of the Work for each Project actually incurred by the Construction Manager through the end of the period covered by the Application for Payment for each Project and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment for each Project.

§ 7.1.6 Subject to other provisions of the Contract, including but not limited to retainage withheld with the Owner, the amount of each progress payment shall be computed as follows:

1. Take the Cost of the Work for each Project as described in Section 6.1.1;
2. Add the Construction Manager's Fee, less retainage of fifteen percent (15 %). The Construction Manager’s Fee shall be computed upon the Cost of the Work for a Project described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1.1; or if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work for a Project bears to a reasonable estimate of the probable Cost of the Work upon its completion;
3. Subtract retainage of ten percent (10 %) from that portion of the Work that the Construction Manager self-performs and for that portion of the Work performed by Subcontractors or suppliers; there shall be retained ten percent until the Work reaches fifty percent completion, and thereafter the Owner’s Engineering & Capital improvements Director shall retain an amount that the Owner considers adequate protection for the Owner and may release to the Contractor all or a portion of any excess amount;
4. Subtract the aggregate of previous payments made by the Owner;
5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
6. Subtract amounts, if any, for which the applicable Engineer has withheld or withdrawn a Certificate for Payment for each Project as provided in the Contract Documents.

§ 7.1.7 The Construction Manager shall compensate Subcontractors a similar manner as the Construction Manager is being compensated by the Owners.

§ 7.1.8 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and incorporated at the Project site.

§ 7.1.9 In taking action on the Construction Manager’s Applications for Payment for each Project, the applicable Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the applicable Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the applicable Engineer has made exhaustive or continuous on-site inspections; or that the applicable Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment for each Project

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User Notes:
§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when:

.1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work for a Project and a final Application for Payment for each Project; and

.3 a final Certificate for Payment for each Project has been issued by the applicable Engineer.

.4 All documentation required to be submitted to the Owner, including but not limited to, final releases, warranties, guarantees, and O&M manuals have been received and accepted by the Owner.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the applicable Engineer's final Certificate for Payment.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the applicable Engineer by the Construction Manager. Based upon such Cost of the Work for each Project as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the applicable Engineer will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment for each Project with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the applicable Engineer's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The applicable Engineer is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work for each Project as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the applicable Engineer's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the applicable Engineer's final Certificate for Payment for each Project.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

ARTICLE 8 INSURANCE AND BONDS

The Construction Manager shall purchase and maintain insurance and provide bonds as required in Article II of AIA Document A201-2007.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(\text{Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.})

\begin{itemize}
\item [\text{[ « » ]}] \text{Arbitration pursuant to Section 15.4 of AIA Document A201-2007}
\end{itemize}
§ 9.3 Initial Decision Maker

The Initial Decision Maker pursuant to the Contract for claims arising from or relating to the Construction Manager's Construction Phase Services shall be Engineering & Capital Improvements Director. If the Engineering & Capital Improvements Director is not available the Initial Decision Maker shall be Owner's Public Works Administrator.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination

§ 10.1.1 The Contract may be terminated as provided in Article 14 of A201-2007.

§ 10.1.2 In the event of such termination by the Construction Manager, the Owner shall pay to the Construction Manager an amount calculated as follows:

1. Take the Cost of the Work for each Project incurred by the Construction Manager to the date of termination;

2. Add the Construction Manager's Fee computed upon the Cost of the Work for a Project to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work for a Project at the time of termination bears to a reasonable estimate of the probable Cost of the Work for a Project upon its completion; and

3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work for each Project under Section 10.1.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner shall be responsible for and will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work for a Project if the Contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work for a Project had the Contract not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement.

In addition to the above, the Owner shall pay the Construction Manager costs and fees for Preconstruction Phase services performed up to the effective date of termination, provided such costs and fees are owed to the Construction Manager pursuant to the Contract. In no event shall the Construction Manager's compensation for preconstruction services exceed the compensation set forth in Section 4.1.

§ 10.1.3 In no event whatsoever shall Owner be liable to Construction Manager for anticipated fee or profit on work not performed or for lost opportunity costs. Neither the Construction Manager nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence) strict liability or otherwise, including but not limited to losses or use, profits, business, reputation or financing; however, this provision shall in no way preclude or restrict the payment of liquidated damages as provided for in the Contract.
§ 10.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, a Control Estimate(s) for a Project and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.2.4 of this Agreement.

§ 10.3 Termination of Contract Documents and Agreement

Termination of the Contract pursuant to Sections 10.1 and 10.2 shall terminate the Contract Documents and this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Unless specifically defined in this Agreement, the terms in this Agreement shall have the same meaning as those in A201–2007. For purposes of the Contract, "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Construction Manager shall make no assignment of any of its rights, duties, or obligations under the Contract without the Owner's prior written consent, which consent may be withheld by City Council in its sole and absolute discretion.

§ 11.5 Other Provisions

§ 11.5.1 All deliverables, reports and documents related to the Contract shall be made available to the Owners upon request and shall be considered public records in accordance with Chapter 119, Florida Statutes, unless exempt therefrom. Construction Manager shall comply with the Florida laws regarding public records (e.g., Chapter 119, Florida Statutes, and specifically Chapter 119.0701(2)-(3)). IF CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSTRUCTION MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

§ 11.5.2 No other person or entity is intended to be nor shall be deemed as a third party beneficiary of any provisions of this Contract nor shall its provisions be interpreted or construed to create a third party right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury of property damage.

§ 11.5.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to the Contract.

§ 11.5.4 The Construction Manager shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including any Laws related to licensing and permitting, the Americans with Disabilities Act, the Florida Building Code and Florida laws regarding public records (e.g., Chapter 119, Florida Statutes). The Construction Manager shall also comply with the Owner's policies and procedures, executive orders and any technical standards provided to the Construction Manager by the Owner.
§ 11.5.5 The Contract has been prepared by the Owner and reviewed by the Construction Manager and its professional advisors. The Owner, Construction Manager and Construction Manager's professional advisors believe that the Contract expresses their agreement and that it should not be interpreted in favor of either the Owner or the Construction Manager or against the Owner or the Construction Manager merely because of their efforts in preparing it.

§ 11.5.6 The obligations of the Owner as to any funding required pursuant to the Contract shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the Owner shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the Owner pursuant to the Contract.

§ 11.5.7 Should any section or portion of any section of the Contract be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of the Contract.

§ 11.5.8 All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of the Contract, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

§ 11.5.9 Each exhibit to the Contract, including all attachments to each exhibit and materials referenced in each exhibit, is an essential part hereof and is incorporated herein by reference.

§ 11.5.10 Small Business Enterprise Program

The Construction Manager agrees that the Projects shall be subject to review by the Owner's Small Business Enterprise ("SBE") Construction Committee, goals established by such committee and procurement/bidder review methods in achieving goals. The Construction Manager shall comply with the Owner's SBE Program which is attached hereto as Exhibit C and made a part of the Contract. Specifically, any payment to any certified small business enterprise hired by the Construction Manager to perform services in the construction phase must be made in accordance with the Owner's Small Business Enterprise Program.

§ 11.5.11 Disadvantaged Workers Ordinance and Apprentices Ordinance

The Construction Manager shall comply with City of St. Petersburg Ordinance No. 164-H and City of St. Petersburg Ordinance No. 165-H, which ordinances are attached hereto as Exhibit D and made a part of the Contract. The Construction Manager shall include in each Application for Payment for each Project evidence of compliance with such ordinances. Also, upon request by the City, the Construction Manager shall provide evidence of compliance with such ordinances.

§ 11.5.12 Owner Direct Purchase Program

During the Construction Phase for each Project, the Construction Manager shall coordinate with the Owner regarding the implementation of the Owner's Direct Purchase Tax Savings Program set forth in Exhibit A.

§ 11.6 Liquidated Damages

The parties agree that it would be extremely difficult and impractical under known and anticipated facts and circumstances to ascertain and fix the actual damages Owner would incur if Construction Manager does not achieve timely Substantial Completion for any one or more Project. Therefore and except as otherwise set forth in the Contract, the Construction Manager and its surety shall be liable for and shall pay to the Owner the sums stipulated in a Control Estimate(s) for each Project (which is incorporated into the Contract) as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, for each calendar day of delay until the Work is substantially complete. The liquidated damages for each Project shall be capped at One Hundred Percent (100%) of the Construction Manager's Fee for each Project. These liquidated damages shall be the Owner's sole and exclusive remedy for the Construction Manager's delay of the Work.
This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ATTEST

City Clerk (SEAL)

Approved as to Form and Content:

City Attorney (Designee)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

WITNESSES FOR CONSTRUCTION MANAGER

(Signature)

(Print)

(Signature)

(Print)
General Conditions of the Contract for Construction

for the following PROJECTS:

- Project No. 16091-111: SWWRF Clarifier Addition Yard Piping
- Project No. 16092-111: SWWRF Headworks Improvements
- Project No. 16093-111: SWWRF Tertiary Filters Capacity Improvements
- Project No. 16109-111: SWWRF Capacity Upgrades Project
- Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements
- Project No. 17071-111: SWWRF Storm Water and Site Improvements

(These Projects shall be referred to as collectively the “Projects” or individually a “Project”).

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE OWNER:
(Name, legal status and address)
City of St. Petersburg, Florida

THE ENGINEER:
(Name, legal status and address)
The Haskell Company

TABLE OF ARTICLES
1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ENGINEER(S)
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES
ARTICLE 1  GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS
The Contract Documents consist of the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Request for Qualifications including but not limited to the Scope of Services, Contractor's statement of qualifications, addenda issued prior to execution of the Agreement (AIA 134-2009, as modified by the Owner), other documents listed, referenced or attached to the Agreement or the Contract Documents and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer.

§ 1.1.2 THE CONTRACT
The Contract Documents and the Agreement (AIA Document A134-2009, as modified by Owner) form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineers, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Engineers or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 THE WORK
The term "Work" means the construction and services required by the Contract for each Project, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of a Project.

§ 1.1.4 THE PROJECTS
The Projects required to be constructed by Contractor pursuant to the Contract are set forth on page 1 of this document and on page 1 of the Agreement (AIA Document A134-2009, as modified by Owner).

§ 1.1.5 THE DRAWINGS
The Drawings are the graphic and pictorial portions of the Contract showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the applicable Engineer and the applicable Engineer's consultants under their respective professional services agreement for a Project. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT

§ 1.2.1 The intent of the Contract is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
§ 1.2.3 Unless otherwise stated in the Contract, words that have well-known technical or construction industry meanings are used in the Contract in accordance with such recognized meanings.

§ 1.2.4 Execution of the Contract by Contractor is a representation that the Contractor is familiar with the site, is familiar with the local conditions under which the Work is to be performed, and that it has correlated personal observations with the requirements of the Contract. Familiarity with the site and local conditions includes, without limitation, (1) the condition and layout of the site for the Projects and surrounding locale, including marine and subsurface conditions (2) available labor supply and costs (3) available subcontractors and suppliers (4) the prevailing climate, including the impact on construction operations of rain, tides, and other weather events, based upon averages documented by the National Weather Service (5) available material and equipment and related costs and (6) other similar issues. Contractor shall make no claim whatsoever for additional time or money arising from its failure to comply with this Section 1.2.4.

§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors. Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of all the Work without the specific written consent of the Owner.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
Unless otherwise set forth in the Contract, if the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract as if singular in number. The Owner shall designate in writing a representative or representatives who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Engineers do not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative. The Owner’s authorized representative has the authority to reject unsatisfactory work and to stop the Work if necessary to insure its proper execution. Failure of the Owner’s authorized representative in any one or more instances to insist upon performance of any of the terms of the Contract shall not be construed as a waiver or relinquishment for the future insistence upon such performance.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The
Owner shall furnish such evidence as a condition precedent to commencement of the Work. Thereafter, the Contractor may only request such evidence if the Owner fails to make payments to the Contractor as required by the Contract.

§ 2.2.3 The Owner shall furnish surveys describing any legal limitations and utility locations for the site of the Projects, and a legal description of the site.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract, the Owner shall furnish to the Contractor one copy of the Contract Documents and Agreement for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER’S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the applicable Engineer’s additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified in the Agreement as the Construction Manager and is referred to throughout the Contract as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Projects are located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

§ 3.1.1.1 Key Personnel. The Contractor shall submit to Owner for Owner’s written approval a list of all key management and supervisory personnel assigned to the Project. No changes shall be made by Contractor to this list without the Owner’s prior written consent.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract either by activities or duties of any of the Engineers in any of the Engineer’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Agreement (AIA 134 – 2009, as modified by the Owner) by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract.
§ 3.2.2 Because the Contract Documents and Agreement are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents and Agreement relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents and Agreement; however, the Contractor shall promptly report to the Owner and Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Engineer may require. Contractor shall make all necessary site and subsurface investigations and inspections to accomplish all its Work under the Contract. Further, Contractor shall make no claims based upon any conditions which were reasonably discoverable by the Contractor in conducting its investigations and inspections; or (ii) upon revised documents prepared for a Project or construction of the Work prepared by the applicable Engineer which revised documents incorporate recommendations made by Contractor.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents and Agreement are in accordance with applicable Laws, but the Contractor shall promptly report to the applicable Engineer and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the applicable Engineer or Owner may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner and applicable Engineer issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or applicable Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct all of the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the applicable Engineer in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the written consent of the Owner, after evaluation by the applicable Engineer and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
§ 3.5 WARRANTY
The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract requires or permits otherwise. The Contractor further warrants that all of the Work will conform to the requirements of the Contract and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES
The Contractor shall pay sales, consumer, use and similar taxes for all of the Work provided by the Contractor that are legally enacted when quotes are received or negotiations concluded.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable Laws applicable to performance of all of the Work.

§ 3.7.3 If the Contractor performs any Work knowing it to be contrary to applicable Laws, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions.
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, the Contractor shall promptly provide written notice to the Owner and the applicable Engineer before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Owner and/or applicable Engineer will promptly investigate such conditions and, if the Owner or applicable Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time for a Project, or both. If the Owner or applicable Engineer determines that the conditions at the site are not materially different from those indicated in the Contract and that no change in the terms of the Contract is justified, the Owner or applicable Engineer shall promptly notify the Contractor in writing, stating the reasons. If Contractor disputes such determination or recommendation, Contractor may proceed as provided in Article 15.

§ 3.7.5 Geotechnical and subsurface reports, as built drawings and all documents related to the Projects prepared by the Engineers or received from the Owner are not Contract Documents and are provided for information only. OWNER DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF SUCH REPORTS UPON WHICH CONTRACTOR RELIES UPON AT ITS OWN RISK. Contractor shall conduct its own geotechnical and subsurface investigations as the basis to estimate price and perform its Work.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum (for each Project) all allowances specifically enumerated in the Contract. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

§ 3.8.2 Unless otherwise provided in the Contract,
1. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the site of the Projects during performance of all of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for all of the Work. Such schedule shall be in critical path format. The schedule shall not exceed time limits current under the Contract, shall be revised at no less than thirty day intervals as required by the conditions of all of the Work and the Projects, shall be related to all the Projects to the extent required by the Contract, and shall provide for expeditious and practicable execution of all of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Owner's and Engineers' approval. Submittals shall include but not be limited to schedules, shop drawings, progress reports, product data and samples. The Owner's and Engineers' approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the applicable Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in a Contract Sum for a Project or extension of Contract Time for a Project based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Engineer.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of all of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of all approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Engineers and shall be delivered to the Engineers for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for all of the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which all of the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design expressed in the Contract for those portions of the Work for which the Contract require submittals. Review by the applicable Engineer is subject to the limitations of Section 4.2.7. Informational submittals upon which the applicable Engineer is not expected to take responsive action may be so identified in the Contract. Submittals that are not required by the Contract may be returned by the applicable Engineer without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract, approve and submit to the Owner and applicable Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract in accordance with the submittal schedule approved by the applicable Engineer or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and the Engineers that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of all of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract requires submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the applicable Engineer or Owner.

§ 3.12.8 All of the Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract by the Owner's or applicable Engineer's written approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the applicable Engineer and Owner in writing of such deviation at the time of submittal and (1) the applicable Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's or applicable Engineer's written approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the applicable Engineer or Owner on previous submittals. In the absence of such written notice, the applicable Engineer's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable Laws. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract, the Owner and the applicable Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the applicable Engineer and Owner. The Owner and the applicable Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and applicable Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the applicable Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract.
§ 3.13 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable Laws and the Contract and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of all of the Work, required by the Contract the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the site of the Projects.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract, the Owner may do so and Owners shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Engineers access to the Work in preparation and progress where ever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineers harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or an Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss.

§ 3.18 INDEMNIFICATION

§ 3.18.1 The Contractor agrees to indemnify, hold harmless, assume legal liability for, save and defend the Owner, its officers, employees, contractors, elected and appointed officials, representatives and agents (collectively, "Indemnified Parties") from and against any and all claims, liens, suits, actions, damages, liability, assertions of liability, losses, costs and expenses in law or in equity, of every kind and nature whatsoever, (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for bodily injury or death of persons and or damage to property, which Claims may occur or be alleged to have occurred by or on account of or arising out of (i) the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract; or (ii) the failure of the Contractor, its Subcontractor(s), employees, agents or representatives to comply with applicable Laws arising out of the Contract; or (iii) any act, omission, or default of the Contractor and persons employed or utilized by Contractor arising from Contractor's performance of the Contract.

§ 3.18.2 The Owner will promptly notify the Contractor of any Claim(s) against the Indemnified Parties. The Contractor shall have the right to control the defense of any Claim(s) subject to the foregoing indemnification to the
extent of the indemnification. The Contractor also shall have the right to settle any such Claim(s) provided that the Contractor pays the entire amount of such settlement and there is no finding of fault against the Indemnified Parties.

§ 3.18.3 The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Contractor or its Subcontractor(s) pursuant to the Contract or otherwise obtained by Contractor or its Subcontractor(s).

ARTICLE 4 ENGINEER

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain Engineers lawfully licensed to practice Engineering or an entity lawfully practicing engineering in the jurisdiction where the Projects are located. The Engineers for each Project are identified in the Agreement (AIA 134-2009, as modified by the Owner).

§ 4.1.2 Duties, responsibilities and limitations of authority of the Engineers as set forth in the Contract shall not be restricted, modified or extended without written consent of the Owner and Engineers. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of an Engineer is terminated, the Owner shall employ a successor Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract shall be that of an Engineer.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 As may be directed by the Owner to the Contractor, an Engineer will provide limited administration of the Contract until the date such Engineer issues the final Certificate for Payment for a Project. Such Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Communications by and with an Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the applicable Engineer's evaluations of the Contractor's Applications for Payment for a Project, the applicable Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment for each Project in such amounts, which shall be paid by Owner.

§ 4.2.6 The applicable Engineer and Owner have authority to reject Work that does not conform to the Contract. Whenever the applicable Engineer or Owner considers it necessary or advisable, the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

§ 4.2.7 The applicable Engineer or Owner will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design expressed in the Contract. The Owner's or applicable Engineer's action will be taken in accordance with the submittal schedule approved by the applicable Engineer and Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the applicable Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract. The applicable Engineer's or Owner's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The applicable Engineer's or Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the applicable Engineer or Owner, of any construction means, methods, techniques, sequences or procedures. The applicable Engineer's or Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
§ 4.2.8 The applicable Engineer or Owner will prepare Change Orders and Construction Change Directives, and the applicable Engineer may only authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The applicable Engineer or Owner will conduct inspections to determine the date or dates of Substantial Completion for each Project and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment for a Project pursuant to Section 9.10.

§ 4.2.10 If the Owner and applicable Engineer agree, the applicable Engineer will provide one or more project representatives to assist in carrying out the applicable Engineer's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract.

§ 4.2.11 Intentionally Left Blank

§ 4.2.12 Interpretations and decisions of the applicable Engineer will be consistent with the intent of, and reasonably inferable from, the Contract and will be in writing or in the form of drawings.

§ 4.2.13 The applicable Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract.

§ 4.2.14 The applicable Engineer will review and respond to requests for information about the Contract. The applicable Engineer's response to such requests will be made in writing within ten (10) days. If appropriate, the applicable Engineer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract or the requirements to obtain Subcontractors or suppliers, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Engineers the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Engineers or Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or an Engineer has reasonable objection to any such proposed person or entity or (2) that an Engineer requires additional time for review. Failure of the Owner or an Engineer to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or an Engineer has made reasonable and timely objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or an Engineer makes reasonable objection to such substitution.

§ 5.2.5 The Contractor shall disclose to the Owner in writing the existence and extent of any financial interest, whether direct or indirect, it has in Subcontractors, Sub-subcontractors or suppliers which it proposes to use on the Project.
§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by the Contract, assumes toward the Owner and Engineers. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineers under the Contract with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, at the Owner’s sole discretion, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement in writing, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Intentionally Left Blank

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Projects with the Owner’s own forces, and to award separate contracts in connection with other portions of the Projects or other construction or operations on the site under the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation, if the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Projects or other construction or operations on the site, the term “contractor” shall mean the separate contractor who executes each separate owner-contractor agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.2 MUTUAL RESPONSIBILITY
§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the applicable Engineer and Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the applicable Engineer or Owner will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and the applicable Engineer; a Construction Change Directive requires agreement by the Owner and the applicable Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the applicable Engineer alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 The Owner may, without invalidating the Contract, order the Contractor to perform changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum for each Project and the Contract Time for each Project being adjusted accordingly. All such changes in the Work must be authorized by a Change Order and shall be performed under the applicable conditions of the Contract. A Change Order may also be issued by the Owner for a change in Contract Sum for each Project or for the substitution of items of work at now net change to the Contract Sum for each Project. In such an event, the Change Order shall contain the values of the Work items being substituted.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the applicable Engineer or Owner and signed by the Owner, Contractor and applicable Engineer stating their agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum for a Project; and
3. The extent of the adjustment, if any, in the Contract Time for a Project.
4. A change that may include overhead and profit with a monetary adjustment to the Contract Sum shall be limited to no more than ten percent (10%) and five percent (5%) respectfully for said overhead and profit.
§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the applicable Engineer or Owner and signed by the Owner and applicable Engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum for a Project or Contract Time for a Project, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum for a Project and Contract Time for a Project being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum for a Project, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the applicable Engineer within seven (7) calendar days of the Contractor’s agreement or disagreement with the method or amount, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum for a Project or Contract Time for a Project.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum for a Project and Contract Time for a Project or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond within forty-eight (48) hours or disagrees with the method for adjustment in the Contract Sum for a Project, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including in case of an increase in the Contract Sum for a Project, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum for a Project shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
§ 7.3.9 Intentionally Left Blank

§ 7.3.10 When Contractor agrees with a determination made by the Owner concerning the adjustments in the Contract Sum for a Project and Contract Time for a Project, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK
The applicable Engineer has authority to order minor changes in the Work not involving adjustment in the Contract Sum for a Project or extension of the Contract Time for a Project and not inconsistent with the intent of the Contract. Such changes will be effected by written order signed by the applicable Engineer and Contractor and shall be binding on the Owner and Contractor.

§ 7.5 EFFECT OF CHANGE ORDER
Any agreement on an execution of any Change Order shall constitute a final settlement and full accord and satisfaction of all matter of whatever nature relating to the Change Order and to the impact of the Change Order on unchanged Work, including without limitation, all direct and indirect costs or claims of whatever nature, and all adjustments to the Contractor’s schedule.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time for each Project is the period of time, including authorized adjustments, allotted in the Contract for Substantial Completion of the Work for that Project. All Work, including the completion of punch list items and submittal of as-built drawings, shall be completed within sixty (60) days after Substantial Completion for a Project.

§ 8.1.2 The date of commencement of the Work is the date established in the §2.3.1. of AIA-2007.

§ 8.1.3 The date of Substantial Completion for a Project is the date certified by the applicable Engineer or Owner in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract are of the essence. By executing the Contract the Contractor confirms and warrants that the Contract Time for each Project is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion for each Project within the Contract Time.

If Contractor submits a schedule indicating an intention to achieve completion of the Work prior to contractually required dates, including without limitation milestones, no liability of the Owner to Contractor for failure to so complete shall be created, whether or not Owner approved such schedule.

If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were unusually abnormal for the period of time, could not have been reasonably anticipated, and had an unavoidable adverse impact on the schedule critical path. Such substantiated adverse weather shall be the basis for an adjustment to the Contract Time for a Project only with no adjustment to the Contract Sum for a Project. The Contractor’s planned schedule for completion shall include an allowance for days lost to inclement
weather or tide conditions based upon what can reasonably be expected based upon the historical data published by the National Weather Service for the St. Petersburg area.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or an Engineer, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation; then the Contract Time for a Project shall be extended by Change Order for such reasonable time as the Owner may determine. Except as provided in §8.3.3, no adjustment in Contract Sum for a Project shall be made for any delays hereunder and no damages shall be paid by Owner for such delay.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding §8.3.1, if the Work is unavoidably delayed solely due to the fault or neglect of Owner, Contractor may make claim pursuant for its actual direct field costs arising out of such Owner-caused delay but such amount shall not exceed the contingency amount set forth in the Control Estimate(s) for a Project. The Contract Sum for a Project shall be adjusted for such actual direct field costs only, but in no event shall indirect, impact, inefficiency, offsite or home office overhead, loss of productivity or efficiency, consequential damages, legal or consulting costs be paid on account of such Owner-caused delay. Except for actual direct field costs, Contractor hereby expressly waives its rights to such delay or time-related costs or damages.

§ 8.3.4 In the event Contractor accelerates the Work for any reason whatsoever, Owner shall pay no acceleration inefficiencies to Contractor for such acceleration unless the Owner has expressly ordered the acceleration in writing.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum for each Project is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work in the Construction Phase of each Project under the Contract. THE CONTRACTOR ACKNOWLEDGES THAT THE CONTRACT SUM FOR EACH PROJECT SHALL NOT EXCEED THE CONTROL ESTIMATE(S) FOR SUCH PROJECT, WHICH ESTIMATES SHALL BE SET FORTH IN AN EXHIBIT OR IN DOCUMENTS EXECUTED BY THE OWNER AND CONTRACTOR WHICH DOCUMENTS AMEND THE CONTRACT.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or a Control Estimate(s) for a Project, the Contractor shall submit to the Owner, before the first Application for Payment for Project, a schedule of values allocating the entire Contract Sum for a Project to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the applicable Engineer or Owner may require. This schedule, unless objected to by the applicable Engineer or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment for a Project.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner and applicable Engineer an itemized Application for Payment for each Project prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or applicable Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.
§ 9.3.1.2 Applications for Payment required pursuant to the Contract shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier.

§ 9.3.2 Unless otherwise provided in the Contract, payments shall be made on account of materials and equipment delivered and incorporated in the Work. If approved in advance by the Owner, payment may be made for materials and equipment suitably stored on or off the site at a location agreed upon in writing subject to the following conditions:

1. The material or equipment is in conformity with approved Shop Drawings and has been inspected by the Owner or applicable Engineer;
2. The material or equipment is to be specifically manufactured for Projects pursuant to the Contract and cannot be readily utilized or diverted to another project;
3. The fabrication period is greater than six months;
4. The storage of materials or equipment shall meet the Owner’s requirements for security, bonding, licensing, and title;
5. The Owner reserves the right to make payment on a progress or total basis of up to 75% of the invoice amount, to be paid in full or monthly installments;
6. The Contractor shall furnish evidence that materials or equipment, suitably stored and paid by the Owner, has been paid in full and that the Contractor has good title to the materials or equipment free of liens, claims, or encumbrances. This proof shall be submitted to the Owner within thirty (30) days of receipt of payment by the Owner for the materials or equipment; and
7. The Contractor shall furnish a breakdown of labor and material at the time of submittal of schedule of values.

Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner’s title to such materials and equipment or otherwise protect the Owner’s interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment required pursuant to the Contract will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment for each Project all Work for which Certificates for Payment for each Project have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The applicable Engineer will, within seven days after receipt of the Contractor’s Application for Payment for each Project, either issue to the Owner a Certificate for Payment for a Project, with a copy to the Contractor, for such amount as the applicable Engineer determines is properly due, or notify the Contractor and Owner in writing of the applicable Engineer’s reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment for each Project will constitute a representation by the applicable Engineer to the Owner, based on the applicable Engineer’s evaluation of the Work and the data comprising the Application for Payment for each Project, that, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract upon Substantial Completion for each Project, to results of subsequent tests and inspections, to correction of minor deviations from the Contract prior to completion and to specific qualifications expressed by the applicable Engineer. The issuance of a Certificate for Payment for each Project will further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The applicable Engineer may withhold a Certificate for Payment for a Project in whole or in part, to the extent reasonably necessary to protect the Owner, if in the applicable Engineer’s opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the applicable Engineer is unable to certify payment in the amount of the Application for Payment for a Project, the applicable Engineer will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and applicable Engineer cannot agree on a revised amount, the applicable Engineer
will promptly issue a Certificate for Payment for a Project for the amount for which the applicable Engineer is able to make such representations to the Owner. The applicable Engineer may also withhold a Certificate for Payment for a Project or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment for a Project previously issued, to such extent as may be necessary in the applicable Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum for a Project;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time for a Project, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 repeated failure to carry out the Work in accordance with the Contract;
.8 breach of the Contract;
.9 failure to produce necessary waivers of liens; or
.10 failure to comply with SBE Program requirements and/or disadvantaged worker and apprentices ordinances.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the applicable Engineer withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the applicable Engineer and the applicable Engineer will reflect such payment on the next Certificate for Payment for each Project.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract, and shall so notify the Engineer in writing.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 Intentionally Left Blank

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor applicable Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment for a Project, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract.
§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum for a Project, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

§ 9.7 FAILURE OF PAYMENT
If the applicable Engineer does not issue a Certificate for Payment for a Project, through no fault of the Contractor, within twenty-one (21) days after receipt of the Contractor’s Application for Payment for a Project, or if the Owner does not pay the Contractor within seven days after the date established in the Contract the amount certified by the for a Project Engineer, then the Contractor may, upon seven additional days’ written notice to the Owner and for a Project Engineer, stop the Work until payment of the amount owing has been received. The Contract Time for a Project shall be extended appropriately.

§ 9.8 SUBSTANTIAL COMPLETION FOR A PROJECT

§ 9.8.1 Substantial Completion for each Project is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract so that the Owner can occupy or utilize the Work for its intended use, including, without limitation, compliance with operability functions and agreed upon performance criteria.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the applicable Engineer and Owner a comprehensive list of items to be completed or corrected as required in Section 8.1.1 prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

§ 9.8.3 Upon receipt of the Contractor’s list, the applicable Engineer or Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the applicable Engineer’s or Owner’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion for each Project, complete or correct such item upon notification by the applicable Engineer or Owner. In such case, the Contractor shall then submit a request for another inspection by the applicable Engineer or Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the applicable Engineer or Owner will prepare a Certificate of Substantial Completion for each Project that shall establish the date of Substantial Completion for each Project, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall install all items on the list accompanying the Certificate. Warranties required by the Contract shall commence on the date of Substantial Completion of the Work for each Project or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion for each Project.

§ 9.8.5 The Certificate of Substantial Completion for a Project shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11 and authorized by public authorities having jurisdiction over such Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for completion of the Work and commencement of warranties required by the Contract. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the applicable Engineer.
and Owner as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the applicable Engineer.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and applicable Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT FOR A PROJECT

§ 9.10.1 Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment for each Project, the applicable Engineer and Owner will promptly make such inspection and, when the applicable Engineer finds the Work acceptable and the Contract fully performed, the applicable Engineer will promptly issue a final Certificate for Payment for a Project for the Owner’s approval stating that on the basis of the applicable Engineer’s on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract and that the entire balance found to be due the Contractor and noted in the final Certificate for each Project is due and payable. The applicable Engineer’s final Certificate for Payment for a Project will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the applicable Engineer and Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract, (4) consent of surety to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, SBE utilization, Disadvantaged Worker and Apprentices utilization or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

§ 9.10.3 If, after Substantial Completion of the Work for a Project, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the applicable Engineer or Owner so confirms, the Owner shall, upon application by the Contractor and certification by the applicable Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the applicable Engineer and Owner prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract; or
.3 terms of special warranties required by the Contract.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment for a Project.
ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take precautions for safety of, and shall provide protection to prevent damage, injury or loss to

1. employees on all of the Work and other persons who may be affected thereby;

2. All of the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and

3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable Laws bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of all of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Engineers or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineers.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop all Work in the affected area and report the condition to the Owner and Engineers in writing.

§ 10.3.2 Upon receipt of the Contractor’s written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract, the
Owner shall furnish in writing to the Contractor and Engineers the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, all Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time for a Project or Projects shall be extended appropriately.

§ 10.3.3 Intentionally Left Blank

§ 10.3.4 Intentionally Left Blank

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's insurance and bonding requirements are set forth in Exhibit E, which is attached hereto and made a part of the Contract.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's or applicable Engineer's request or to requirements specifically expressed in the Contract, it must, if requested in writing by the applicable Engineer or Owner, be uncovered for the applicable Engineer's or Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the applicable Engineer, Owner or owner's authorized representative, has not specifically requested to examine prior to its being covered, the applicable Engineer or Owner or Owner's authorized representative may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION FOR A PROJECT

The Contractor shall promptly correct Work rejected by the applicable Engineer or failing to conform to the requirements of the Contract, whether discovered before or after Substantial Completion for a Project and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the applicable Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION FOR A PROJECT

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work for a Project or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract, any of the
Work is found to be not in accordance with the requirements of the Contract, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Engineer, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion for a Project by the period of time between Substantial Completion for a Project and the actual completion for a Project of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor’s correction or removal of Work that is not in accordance with the requirements of the Contract.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract, the Owner may do so in writing instead of requiring its removal and correction, in which case the Contract Sum for a Project will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW AND VENUE.
The Contract shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

§ 13.2 SUCCESSORS AND ASSIGNS
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract. The Contractor shall make no assignment of any of its rights, duties, or obligations under the Contract without the Owner’s prior written consent, which consent may be withheld by City Council in its sole and absolute discretion.

§ 13.3 WRITTEN NOTICE
Unless and to the extent otherwise provided in the Contract, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date
delivered by overnight courier (signature required) to the address provided in the Contract. Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Owner and Contractor in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in this Section 13.3. Written notice as required herein is a non-waivable condition precedent to applicable contractual remedies.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Engineers or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract and by applicable Laws. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner in writing, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner and Engineers timely notice in writing of when and where tests and inspections are to be made so that the Owner or Engineers may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable Laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If Engineers, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the applicable Engineer or Owner will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to all Engineers and Owner of when and where tests and inspections are to be made so that all Engineers and Owner may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner’s expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract, all costs made necessary by such failure including those of repeated procedures and compensation for all Engineers’ services and expenses shall be at the Contractor’s expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract, be secured by the Contractor and promptly delivered to the applicable Engineer and Owner (with a copy being provided to the other Engineers).

§ 13.5.5 If Engineers or Owner are to observe tests, inspections or approvals required by the Contract, Engineers or Owner will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements
of the final dispute resolution method selected in the Contract within the time period specified by applicable Laws. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§ 13.8 COMPLIANCE WITH LAWS
The Contractor shall comply with all applicable Laws (as defined in the Agreement), including all Laws related to licensing and permitting, the Americans with Disabilities Act, the Florida Building Code and Florida Public Records Laws (e.g., Chapter 119, Florida Statutes). The Contractor shall also comply with the Owner's policies and procedures, executive orders and any technical standards provided to the Contractor by the Owner.

§ 13.9 INTERPRETATION OF CONTRACT.
The Contract has been prepared by the Owner and reviewed by the Contractor and its professional advisors. The Owner, Contractor and Contractor's professional advisors believe that the Contract expresses their agreement and that it should not be interpreted in favor of either the Owner or the Contractor or against the Owner or the Contractor merely because of their efforts in preparing it.

§ 13.10 NON-APPROPRIATION CLAUSE.
The obligations of the Owner as to any funding required pursuant to the Contract shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the Owner shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations hereof or hereafter incurred, which pledge shall be prior and superior to any obligation of the Owner pursuant to the Contract.

§ 13.11 Should any section or portion of any section of the Contract be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of the Contract.

§ 13.12 All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of the Contract, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

§ 13.13 Each exhibit and appendix to the Contract, including all attachments to each exhibit and appendix and materials referenced in each exhibit and appendix, is an essential part hereof and is incorporated herein by reference.

§ 13.14 The headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE OWNER FOR CAUSE

§ 14.1.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

3. repeatedly disregards the requirements set forth in the Contract and applicable Laws; or

4. otherwise is guilty of substantial breach of a provision of the Contract.

§ 14.1.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

2. Accept assignment of subcontracts pursuant to Section 5.4; and
3. Finish all of the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing all of the Work.

§ 14.1.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.1.4 If the unpaid balance of the Contract Sum for a Project exceeds costs of finishing the Work for that Project, including compensation for the applicable Engineer’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor or Contractor’s surety. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.2.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.2.2 The Contract Sum for a Project and Contract Time for a Project shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum for a Project shall include profit. No adjustment shall be made to the extent

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

2. an equitable adjustment is made or denied under another provision of the Contract.

§ 14.3 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.3.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall

1. cease operations as directed by the Owner in the notice;

2. take actions necessary, or that the Owner may direct, for the protection and preservation of all of the Work; and

3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.3.3 In case of such termination for the Owner’s convenience, the Owner shall then only pay the Contractor an amount calculated as follows:

1. Take the Cost of the Work for a Project incurred by the Contractor to the date of termination;

2. Add the Contractor’s fee computed upon the Cost of the Work for a Project to the date of termination at the rate stated in Section 5 of the Agreement Section 5.1.1; and

3. Subtract the aggregate of previous payments made by the Owner.

In no event shall Contractor be entitled to overhead or profit on Work not executed. The Owner shall have no liability to the Contractor for lost profits, lost opportunity costs or any business loss expenses that may be incurred based on reliance of completing the Work.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
§ 15.1.2 NOTICE OF CLAIMS
Claims by Contractor must be initiated by written notice to the Initial Decision Maker with a copy sent to the Engineers, if an Engineer is not serving as the Initial Decision Maker. Claims must be initiated within five (5) days after occurrence of the event giving rise to such Claim or within five (5) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract. The applicable Engineer or Owner will prepare Change Orders and issue Certificates for Payment for a Project in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum for a Project, written notice as provided herein shall be given before proceeding to execute the additional Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 Subject to Articles 7 and 8, the Contract Time for a Project may only be extended by a Change Order. The Contractor shall notify the Owner and applicable Engineer in writing of any request for a time extension within five (5) calendar days of each occurrence. An increase in the Contract Time for a Project of performance may be granted by the Owner if the Contractor demonstrates to the satisfaction of the Owner that:

1. The delayed activity is critical relative to the date of Substantial Completion for a Project.
2. A delay in the completion for a Project is unavoidable by the Contractor.

In general, if the above conditions are met, additional time may be granted for the following reasons:

1. Extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five-year period preceding the date of the Contract.
2. Labor disputes or strikes not the fault of the Contractor.
3. Change in scope of the Contract.

The determination made by the applicable Engineer or Owner on an application for an extension of time shall be binding and conclusive on the Contractor.

Delays caused by failure of the Contractor or its material men, manufacturers, and dealers to submit or furnish approved Shop Drawings, materials, fixtures, equipment, appliances, or other material or required submittals on time or failure of Subcontractors to perform their work shall not constitute a basis for extension of time. Delays caused by the Contractor's failure to manage, coordinate, or organize the Work, or evaluate the site conditions shall not constitute a basis for extension of time.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract.
§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3 and 10.4 shall be referred to the Initial Decision Maker for initial decision. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within 14 days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Engineers, if an Engineer is not serving as the Initial Decision Maker, of any change in the Contract Sum for a Project or Contract Time for a Project or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution.
proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for
a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place
where the Projects are located, unless another location is mutually agreed upon. Agreements reached in mediation
shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 REPORTS TO COUNCIL

§ 16.1 When the Contractor provides any draft or final report (including technical memoranda) to the Owner’s Project
Manager or to any other member of the Owner’s staff, the Contractor shall also provide copies of such report to City
Council as follows:

§ 16.1.1 For a draft report, the Contractor shall send an electronic copy to the City Council Administrative Service
Officer via email to council@stpete.org and to each City Council member via email to his or her individual City email
address. The Contractor may obtain Council members’ individual email addresses from the City Council
Administrative Service Officer.

§ 16.1.2 For a final report, in addition to providing electronic copies in the same manner that is required for a draft
report, the Contractor shall also deliver nine (9) hard copies of the report to the City Council Administrative Service
Officer.

§ 16.2 At a minimum, the Contractor shall include a description of the following in all draft and final reports: data
utilized, methodology utilized and assumptions made. The Contractor shall also verify in all draft and final reports
that the Contractor’s reliance on and utilization of such data, methodology, and assumptions are consistent with the
Contractor’s professional standards.

§ 16.3 If requested by the City Council, the Contractor shall attend one or more City Council meetings to provide an
update on the status of a project and/or make a presentation on a report. Unless otherwise agreed to by the City Council,
the Contractor shall receive no additional compensation for attendance at City Council meetings beyond the
compensation already provided for pursuant to the Contract.

ARTICLE 17 SCRUTINIZED BUSINESS OPERATIONS

§ 17.1 A company is deemed to engage in “Scrutinized Business Operations” if it is (i) on the Scrutinized Companies
that Boycott Israel List or engaged in a boycott of Israel, pursuant to Florida Statutes section 215.4725; (ii) on the
Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran
Petroleum Energy Sector List, pursuant to Florida Statutes section 215.473; or (iii) engaged in business operations in
Cuba or Syria, pursuant to Florida Statutes section 287.135(1)(c). The lists related to Israel, Sudan, and Iran are
maintained by the Florida State Board of Administration and are amended from time to time.

§ 17.2 The scope of “Scrutinized Affiliates” for the Contractor is established by Florida Statutes section 215.473(1)(d)
and includes, generally, all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, and affiliates
of the Contractor that exist for the purpose of making profit.

§ 17.3 In accordance with Florida Statutes section 287.135(5), the Contractor certifies that Contractor and its
Scrutinized Affiliates (if any) are not engaged in Scrutinized Business Operations, and the Contractor acknowledges
that falsely making such a certification may result in termination of the Contract for default, civil penalties, and a
three-year prohibition on contracting with any agency or local governmental entity in the state of Florida.

§ 17.4 The Owner may terminate the Contract for default if the City determines (i) that the certification provided by
the Contractor in §17.3 is false or (ii) that the Contractor or any of its Scrutinized Affiliates have engaged in
Scrutinized Business Operations at any point during the term of the Contract.

§17.5 If any provision of the Florida Statutes underlying this Article 17 is removed from the Florida Statutes, enjoined,
or otherwise held to be invalid by a court of competent jurisdiction, the corresponding language in this Article 17 is
severed from the Contract, with the remainder of Article 17 remaining in effect.
EXHIBIT A
CITY OF ST. PETERSBURG
OWNER DIRECT PURCHASE POLICY

1. Definitions:

   A. Agreement means the agreement, including any attachments or amendments thereto, between the City and Contractor for the Project.
   B. Change Order has the meaning set forth in the Agreement.
   C. Contractor shall mean the entity that has executed the Agreement and further has the meaning set forth in Rule 12A-1.094(1)(a), Florida Administrative Code.
   D. Material means tangible personal property, including materials, supplies, goods, and equipment, that will go into or become part of the Project.
   E. Project means the public works project described in the Agreement (as public works is defined in Rule 12A-1.094(1)(c), Florida Administrative Code).
   F. Vendor means a manufacturer or supplier of Materials.

2. The City reserves the right to directly purchase certain Materials. Any Materials purchased by the City pursuant to the Agreement will be referred to as Owner Direct Purchase (ODP) Material(s). The responsibilities of both the City and Contractor relating to such ODP Materials will be governed by the terms and conditions of this ODP policy, which will supplement the Agreement and will not amend, alter, or modify the Agreement unless specifically set forth herein.

3. Vendors of ODP Materials must be selected by Contractor pursuant to the procedures outlined in the Agreement or otherwise approved by the City in writing.

4. Unless otherwise agreed to in writing by the City, Contractor must include the price for all Materials in its lump sum bid amount or guaranteed maximum price proposal, including all state of Florida sales and other taxes normally applicable to the purchase of such Materials. Unless otherwise agreed to in writing by the City, ODP purchases of selected Materials will be administered on a deductive Change Order basis.

5. On or before the time period set forth in the Agreement (or prior to a Notice to Proceed being issued for the Project if no time period is set forth in the Agreement), Contractor shall provide the City a list of all Materials to be used in the Project that Contractor deems suitable for the City to purchase directly under this ODP policy. The minimum value for the purchase of Materials pursuant to this ODP policy is fifty thousand dollars ($50,000). The list shall include item description, price, sales tax and intended Vendor and shall be provided in sufficient time for such Materials to be purchased by the City, inclusive of City’s administrative lead time, and delivered to the Project site without delay to the Project.

6. Upon the City’s written approval of ODP Materials from the list provided by Contractor to the City, Contractor, in a timely manner, shall prepare purchase requests in the form and detail acceptable to the City, which specifically identify the Materials that the City elects to purchase directly under this ODP policy. The purchase requests shall include:

   A. The Vendor’s name, address, telephone number, contact person, and e-mail address,
   B. Manufacturer or brand, model or specification number of each item,
C. Quantity needed as estimated by Contractor,
D. The price quoted by the Vendor for the Materials identified therein,
E. Any sales tax associated with such quote,
F. Delivery dates as established by Contractor,
G. Shipping, handling and insurance terms and costs,
H. Detail concerning bonds or letters of credit provided by the Vendor if included in the
Vendor’s proposal,
I. Special terms and conditions which have been negotiated with the Vendor relative to payment
terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to
the City. Contractor must include copies of the Vendors’ quotations and specifically reference
any terms and conditions that have been negotiated with the Vendors concerning letters of
credit, terms, discounts, or special payments.

7. Once the City has approved a purchase request, the City will prepare a Purchase Order and
Certificate of Entitlement (the Certificate of Entitlement shall be in the form attached hereto). The
City will issue the Purchase Order and Certificate of Entitlement to the Vendor with a copy sent to
Contractor. The City will also provide the Vendor with a State of Florida Department of Revenue
Consumer’s Certificate of Exemption. Pursuant to the Purchase Order, the Vendor will provide the
required quantities of ODP Materials at the price established in the Vendor’s quote to Contractor,
excluding any sales tax associated with such price. Promptly upon receipt of each Purchase Order
copy, Contractor will implement its review and tracking procedures for the purchase of the ODP
Materials. The City’s Director of Procurement and Supply Management will be the approving
authority for the City on Purchase Orders in conjunction with this ODP policy. The Purchase Order
will require the delivery of the ODP Materials on the delivery dates provided by Contractor in the
purchase request.

8. After Purchase Orders are acknowledged by Vendors electronically or in writing, the City will
prepare and provide to Contractor corresponding deductive Change Orders in the time, frequency,
and manner determined by the City. The deductive Change Orders will include the total price of all
ODP Materials to be provided by each Vendor from whom the City elected to purchase ODP
Materials directly, plus all sales taxes associated with the purchase of such ODP Materials in
Contractor’s bid or guaranteed maximum price proposal to the City, plus any savings to Contractor
in the cost of payment and performance bonds and/or public construction bonds associated with
such ODP Materials. To compensate Contractor for its warranty enforcement obligation,
Contractor’s overhead and profit associated with ODP Materials will not be deducted from the
Agreement. The City’s Engineering and Capital Improvements Director or designee shall be the
approving authority for the City on deductive Change Orders in conjunction with ODP purchases.

9. Contractor shall be fully responsible for all matters relating to the procurement of ODP Materials in
accordance with this ODP policy, including but not limited to assuring the correct Materials and
quantities are ordered and received, providing the City with the required data and documentation in
sufficient time for the City to place orders in a timely manner, coordinating purchases with
Vendors, and coordinating delivery schedules, sequence of delivery, loading orientation, and other
arrangements normally required by Contractor for the particular ODP Materials furnished.
Contractor agrees to indemnify and hold harmless the City from any and all claims, regardless of
nature, related to nonpayment to Vendors where such nonpayment arises from the actions or
omissions of Contractor.
10. Contractor is responsible for unloading, handling and storing ODP Materials until installed. As ODP Materials are delivered to the Project site, Contractor must visually inspect all shipments from the Vendors, sign off on the receiving reports and accept or reject the ODP Materials delivered. Contractor must assure that each delivery of ODP Materials is accompanied by documentation adequate to identify the Purchase Order under which the purchase of ODP Materials is made. This documentation may consist of a delivery ticket from the Vendor conforming to the Purchase Order, as well as Contractor’s receiving report and written acceptance together with such additional information as the City may require. Contractor shall then forward that documentation to the City’s Engineering and Capital Improvements Director or designee for review and approval of payment by the City for the ODP Materials.

11. Contractor must inspect the ODP Materials to ensure that they conform to the relevant specifications, and determine prior to incorporation into the Project if such ODP Materials are patently defective, and whether such ODP Materials are identical to the ODP Materials ordered and match the description on the bill of lading. If Contractor discovers defects or non-conformities in ODP Materials upon such inspection, Contractor must not utilize such nonconforming or defective ODP Materials in the Project and instead must promptly notify the City of the defective or nonconforming condition so that repair or replacement of those ODP Materials can occur without any undue delay or interruption to the Project. If Contractor fails to adequately perform such inspection or notification or otherwise incorporates into the Project such defective or nonconforming ODP Materials, the condition of which it either knew or should have known by performance of an inspection, Contractor will be responsible for all damages to the City resulting from Contractor’s incorporation of such defective or nonconforming ODP Materials into the Project, including liquidated or delay damages.

12. Contractor will maintain records of all ODP Materials it incorporates into the Project from the ODP Materials in its possession. Contractor will account monthly to the City for any ODP Materials in its possession and indicate the portions of all such ODP Materials that have been incorporated into the Project.

13. Contractor will be responsible for obtaining, managing and enforcing all warranties and guarantees for all Materials, including ODP Materials, as required by the Agreement. Contractor shall resolve all repair, maintenance or damage-repair calls with the appropriate Vendor immediately after such calls are forwarded to Contractor from the City. Additionally, ODP Materials will be warranted by Contractor as part of Contractor’s warranty. Contractor agrees and understands that it will undertake all warranty enforcement and other related duties of the City for its ODP Materials. To that end, Contractor expressly agrees it will make no distinction in discharging such warranty duties between ODP Materials and any Materials otherwise supplied by Contractor.

14. The City will take title to the ODP Materials upon delivery. Notwithstanding the transfer of ODP Materials by the City to Contractor’s possession upon the delivery of such ODP Materials to the Project site, the City will retain legal and equitable title to any and all ODP Materials. Contractor will have the duty to safeguard, store and protect the ODP Materials while in Contractor’s possession until returned to the City through installation or incorporation into the Project in accordance with the terms of the Agreement.
15. The transfer of possession of ODP Materials from the City to Contractor will constitute a bailment for the mutual benefit of the City and Contractor. The City will be considered the bailor and Contractor the bailee of the ODP Materials. ODP Materials will be considered returned to the City for purposes of such bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

16. Contractor must purchase and maintain builders risk insurance and all other insurance required by the Agreement. Contractor must name the City as an additional insured on its policy. Such insurance shall cover the full value of any ODP Materials. The cost of such insurance must be included in Contractor’s lump sum bid amount or guaranteed maximum price proposal.

17. The City will not be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP Materials. Contractor’s sole or exclusive remedy will be an extension of the contract time for such reasonable time as determined by the City’s Engineering and Capital Improvements Director or designee.

18. All invoices for ODP Materials will be electronically issued from the Vendor to the City’s Payables Department at http://pmt.bighorne.com and shall prominently display the City’s Purchase Order number, quantity, and detailed description of ODP Material and agreed price.

19. In order to arrange for prompt payment to the Vendor, Contractor must promptly submit to the City a copy of the applicable receiving reports, delivery tickets, written acceptance of the delivered ODP Materials, and such other documentation as required by the City. Upon receipt of the appropriate documentation, the City will prepare payment to the Vendor based upon the data provided by Contractor. This payment will be released and remitted directly from the City to the Vendor. Contractor agrees to assist the City in immediately obtaining a partial or final release of waivers as appropriate.

20. Upon completion of the Project, Contractor will be provided with a deductive Change Order for the costs incurred by the City to provide all ODP Materials not covered by previous Change Orders. Salvage Materials will be stored or removed from the Project site at the City’s direction, or may be turned over to Contractor by the City for salvage or disposal at Contractor’s option.
CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the City of St. Petersburg, Florida (hereinafter "Governmental Entity"), Florida Consumer’s Certificate of Exemption Number ________________, affirms that the tangible personal property purchased pursuant to Purchase Order Number ________________ from __________________________ (Vendor) on or after __________________ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # __________________________ with __________________________ (Name of Contractor) for the construction of __________________________________________.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: 

You must initial each of the following requirements.

____ 1. The attached Purchase Order is issued directly to the Vendor supplying the tangible personal property Contractor will use in the identified public works.
____ 2. The Vendor’s invoice will be issued directly to Governmental Entity.
____ 3. Payment of the Vendor’s invoice will be made directly by Governmental Entity to the Vendor from public funds.
____ 4. Governmental Entity will take title to the tangible personal property from the Vendor at the time of purchase or of delivery by the Vendor.
____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the Vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this Certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

___________________________________________
Signature of Authorized Representative

___________________________________________
Title

___________________________________________
Purchaser’s Name (Print or Type)

___________________________________________
Federal Employer Identification Number:

___________________________________________
Telephone Number:

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor’s and Contractor’s books and records.

00267016Final
EXHIBIT B
City of St. Petersburg  
SWWRF Capacity Improvements Project  
The Haskell Company

**Exhibit B**

<table>
<thead>
<tr>
<th>Description of Management Staff</th>
<th>Billable Rate</th>
<th>Multiplier Included in Rate</th>
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</thead>
<tbody>
<tr>
<td>Director of Construction</td>
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<tr>
<td>Director of Project Development</td>
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<td>Director of Design</td>
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<td>Director of Preconstruction</td>
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<tr>
<td>Director of Safety</td>
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</tr>
</tbody>
</table>
EXHIBIT C

The applicable SBE Percentage shall be mutually agreed upon by the Owner and Construction Manager within ninety (90) days after execution of the Contract.
ORDINANCE NO. 164-11

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE BY ADDING SECTION 2-299 TO DIVISION 7, CHAPTER 2, ARTICLE V, REQUIRING CONTRACTORS TO EMPLOY DISADVANTAGED WORKERS ON MAJOR CONSTRUCTION PROJECTS; PROVIDING THE AUTHORITY FOR THE POD TO PROMULGATE POLICIES AND PROCEDURES TO IMPLEMENT, MONITOR AND ENFORCE THIS REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Council hereby makes the findings set forth in the City Code sections adopted by this ordinance regarding the importance of requiring contractors to employ disadvantaged workers to work on major construction projects.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section I. The St. Petersburg City Code is hereby amended by adding a new section 2-299 to Division 7, Chapter 2, Article V to read as follows:

Section 2-299. - Major Construction Project Requirements for Disadvantaged Workers

(a) Findings.

(1) The 2015 St. Petersburg unemployment rate is 5.7%. Requiring contractors to employ disadvantaged workers to perform work on construction projects of $2,000,000 or more is necessary to increase employment of disadvantaged workers and decrease the overall level of unemployment.

(2) According to the 2020 Plan Taskforce, in St. Petersburg, ex-offender men who are looking for work, but cannot secure a job, account for at least 20% of all male unemployment citywide.

(3) As reported by the PEW Charitable Trust Foundation, being incarcerated reduces hourly wages for men by approximately 11 percent, annual employment by 9 weeks and annual earnings by 40%.

(4) In November 2010, the Center for Economic and Policy Research released a study titled, “Ex-offenders and the Labor Market,” which found that a felony conviction or imprisonment significantly reduces the ability of ex-offenders to find jobs, costing the U.S. economy an estimated $57 to $65 billion annually in lost economic output. Research conducted to isolate the effect of a felony conviction on employers’ willingness to hire found that 80 to 90% of employers said they would hire “former welfare recipients, workers with little recent work experience or lengthy unemployment, and other stigmatizing characteristics,” but only 40% said they would consider hiring job applicants with criminal histories.
(5) As reported by the American Bar Association Journal, a 2009 study sent job applicants who were evenly matched, except that one of the two had a criminal record, on job interviews. The criminal record reduced the chances of a callback by 50%.

(6) Unemployment is linked to increased crime and lowering the unemployment rate will be a benefit to the safety of St. Petersburg residents. According to the Urban Institute, employment is a top factor identified by incarcerated individuals as being critical to their ability to successfully reintegrate into the community and stay crime free.

(7) The City of St. Petersburg awards millions of dollars in contracts for construction projects each year which results in the creation of a wide variety of employment opportunities. The contracts are paid for by taxpayer dollars which should be used to increase employment opportunities, increase consumer income, decrease levels of poverty and reduce the need for taxpayer funded programs in other areas.

(8) The percentage of persons receiving public assistance benefits in Florida has increased by more than 50% since 2000. Requiring the employment of unemployed disadvantaged workers on major construction projects will promote economic security for persons working in the City and their families, decreasing the number of citizens in St. Petersburg who rely on public assistance.

(b) Intent.

It is the intent and policy of the City to increase the number of employed disadvantaged workers to attempt to counteract the economic and social ills associated with the unemployment levels that exist within the City. In furtherance of this policy, the City is requiring contractors to employ disadvantaged workers to work on City construction projects of $2,000,000 or more.

(c) Definitions.

(1) The definitions set forth in the procurement code, currently section 2-240, shall apply to this division with the exception of the definition of “construction” which is defined in subsection (2) of this section.

(2) The following definitions shall apply only to this division:

a. Construction or major construction project means a City project with a contract amount of $2,000,000 or more, as approved by City Council, which involves building, altering, repairing, improving, demolishing or replacing any public structure, building, or roadway, or other public improvement.

b. Disadvantaged worker means either a person who has a criminal record or a person who has received public assistance benefits within the 12 months preceding employment by the prime contractor or subcontractor.

c. Employ shall mean to permit a person to work for wages.
d. **Hours of Work Performed** means actual hours worked on a major construction project.

e. **Prime contractor or contractor** means the person or entity which serves as the party of the first part to a contract, acting directly or through agents or employees, to perform a major construction project.

f. **Public assistance benefits** means unemployment benefits, Medicare or Medicaid benefits, or food assistance benefits as administered by the Federal Government or State of Florida.

g. **Subcontractor** means a person or entity that has a direct contract with the prime contractor to perform a portion of a major construction project.

(d) Major Construction Project Bidding and Contract Requirements for Disadvantaged Workers.

(1) **Disadvantaged worker required participation percentage.** At least ten percent (10%) of all hours of work performed on a major construction project shall be performed by disadvantaged workers employed by prime contractors or subcontractors.

(2) **Bidding.** Prime contractors bidding on major construction contracts must submit the following with their bid: a list of the resources which will be used to identify disadvantaged workers, a list of subcontractors proposed to be used for the project, total work hours estimated for the major construction project, a demonstration of 10% of the total work hours proposed to be performed by disadvantaged workers, and a description of the work to be performed by the disadvantaged workers. The POD may waive the requirements for disadvantaged workers in bid documents if the POD determines that the project involves a high proportion of equipment and materials costs compared to the anticipated labor hours or that there is an insufficient number of disadvantaged workers available to meet the contract requirements. The POD shall put the reasoning for the waiver in writing and submit such reasoning to City Council upon presenting the major construction project to City Council for contract approval.

(3) **Award of contracts.** All major construction contracts shall be awarded to the lowest responsive and responsible bidder. In awarding any major construction project contract, pursuant to this division, the POD may reject any bid determined not to be the lowest responsive and responsible bid.

(4) **Changes after work begins.** The prime contractor and subcontractors must make good faith efforts to replace any disadvantaged worker who can no longer work on a major construction project with another disadvantaged worker in order to achieve the participation percentage.

(5) **Documentation of good faith efforts.** A prime contractor shall be responsible for achieving and maintaining the required participation percentage for the duration of an awarded contract. If the prime contractor is not able to achieve or maintain the required percentage, the contractor must demonstrate and document that good faith efforts were made to achieve or maintain the required percentage. Documentation that the contractor made good faith efforts
shall be submitted on forms provided by the POD. The POD shall review the documentation and determine whether good faith efforts were made to achieve or maintain the required percentage of disadvantaged workers.

(6) **Required documentation.** The prime contractor and subcontractors shall keep an accurate record showing the total hours of work performed on a major construction project and the name, address, trade classification, hours worked, evidence of disadvantaged worker status, and employment status of all disadvantaged workers asserted to meet the percentage required in this division. The prime contractor shall submit the records to the POD at the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion). The prime contractor is responsible for assuring that all compliance documentation is submitted to the City on forms provided by the POD.

(7) **Compliance; Penalties.** Contracts and bid documents shall provide that the failure of any prime contractor to comply with any of the requirements of this division may result in the imposition of one or more penalties described in the procurement code, respective contract documents or any other available remedies.

(8) **Authority of the POD.** The POD is authorized to monitor major construction project contracts and prime contractors for compliance with the requirements of this division throughout the duration of an awarded contract. The POD is authorized to prepare administrative policies and procedures to implement, monitor and enforce the requirements of this division.

(9) **Compliance with federal and state regulations.** The provisions of this division shall be construed according to and in conformity with State, federal and county laws concerning the bidding and awarding of contracts. Where a major construction project involves the expenditure of State or federal assistance or contract funds, the POD shall comply with such State or federal law and authorized regulations which are mandatorily applicable, including those which dictate that the provisions of this division may not be required on a particular project.

(c) **Major Construction Project Incentive Program for Disadvantaged Workers.**

(1) **Retainage Incentive Authority.** – The POD has the authority to approve reduction of the retainage held on portions of progress payments at each of the following levels of completion of a major construction project: the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion rate). The maximum retainage reduction may result in a reduction from 10% to 7.5% at the 25% point of completion; a reduction from 10% to 5% retainage at the 50% point of completion; and a reduction from 5% to 2.5% retainage at the 99% point of substantial completion.

(2) **Retainage reduction.** If the contractor demonstrates that 20% of all hours of work are performed by disadvantaged workers, the contractor will be eligible for a reduction of the retainage held on portions of progress payments at each level of completion of the major construction project.

(3) **Affidavit of Compliance.** The contractor must submit an affidavit of compliance which includes a list of the names and phone numbers of the disadvantaged workers, total work hours for the major construction project and a demonstration of 20% of the total work hours
performed by disadvantaged workers. The POD will review this affidavit to verify eligibility for a reduction of retainage on progress payments. To qualify for a retainage reduction, the contractor must submit an affidavit of compliance at the 25%, 50% and substantial completion (99% completion rate) levels of project completion as measured by contract payments made by the City.

Section 2. The POD shall prepare an annual report for City Council which should include the dollar amount of each major construction project, the total work hours for each major construction project, the hours of work performed by disadvantaged workers on each project, and to the extent reliable, any adverse effects regarding the number and price of bids of each major construction project.

Section 3. The unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

Section 4. The administration is authorized to commence all actions necessary to implement the provisions of this ordinance within 90 days after this ordinance is enacted.

Section 5. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading held on the 7th day of May, 2015.

Adopted by St. Petersburg City Council on second and final reading on the 21st day of May, 2015.

Charles Gerdes, Chair-Councilmember
Presiding Officer of the City Council

ATTEST
Chan Srinivas. City Clerk

Title Published: Times 1-t 5/8/15

Not vetoed. Effective date Thursday, May 28, 2015 at 5:00 p.m.
ORDINANCE NO. 165-11

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE BY ADDING DIVISION 7 TO CHAPTER 2, ARTICLE V, REQUIRING CONTRACTORS TO EMPLOY APPRENTICES ON MAJOR CONSTRUCTION PROJECTS; PROVIDING THE AUTHORITY FOR THE POB TO PROMULGATE POLICIES AND PROCEDURES TO IMPLEMENT, MONITOR AND ENFORCE THIS REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Council hereby makes the findings set forth in the City Code sections adopted by this ordinance regarding the importance of requiring contractors to employ apprentices to work on major construction projects.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The St. Petersburg City Code is hereby amended by adding a new Division 7, Sections 2-296 through 2-298, to Chapter 2, Article V to read as follows:

Division 7. MAJOR CONSTRUCTION PROJECT REQUIREMENTS

Section 2-296. - Major Construction Project Requirements for Employing Apprentices. Findings; Intent; Definitions

(a) Findings.

(1) The 2015 St. Petersburg unemployment rate is 5.7%. Unemployment is linked to increased crime and lowering the unemployment rate will be a benefit to the safety of St. Petersburg residents.

(2) Journey level construction workers are retiring in numbers greater than the number of applicants to replace those workers, creating shortages of skilled construction workers. According to the United States Census Bureau, roughly 44 percent of the construction workforce is 45 years of age or older and nearly 20 percent of the construction workforce is 55 years of age or older, creating the possibility of the retirement of more than one million construction workers in the next ten years.

(3) A well-trained workforce is critical to the economic and social vitality of the City.

(4) Apprenticeship programs are an effective means of providing training and experience to individuals seeking to enter or advance in the workforce, offering the unique opportunity to earn wages and benefits while acquiring valuable marketable skills.
(5) The City of St. Petersburg awards millions of dollars in contracts for construction projects each year which results in the creation of a wide variety of employment opportunities. Requiring the employment of apprentices on major construction projects will promote business and economic development by increasing the number of experienced and skilled workers in St. Petersburg and surrounding areas.

(6) Requiring the employment of apprentices will promote the advancement of skill sets in construction trades to improve the quality and quantity of work. The City is committed to this investment in the region’s workforce which it believes will result in construction efficiencies and sustainable construction career paths.

(b) Intent.

The City recognizes the benefits gained in the enhancement of a skilled workforce by the educational opportunities inherent with apprenticeship programs. It is the intent and policy of the City to increase the number of employed apprentices to attempt to counteract the economic and social ills associated with the unemployment levels that exist within the City. In furtherance of this policy, the City is requiring contractors to employ apprentices to work on City construction projects of $2,000,000 or more.

(c) Definitions.

(1) The definitions set forth in the procurement code, currently section 2-240, shall apply to this division with the exception of the definition of "construction" which is defined in subsection (2) of this section.

(2) The following definitions shall apply only to this division:

a. Apprentice means any person who is enrolled in and participating in an apprenticeship program as defined and approved by the State of Florida Department of Education.

b. Construction or major construction project means a City project with a contract amount of $2,000,000 or more, as approved by City Council, which involves building, altering, repairing, improving, demolishing or replacing any public structure, building, or roadway, or other public improvement.

c. Employ shall mean to permit a person to work for wages.

d. Hours of work performed means actual hours worked on a major construction project.

e. Prime contractor or contractor means the person or entity which serves as the party of the first part to a contract, acting directly or through agents or employees, to perform a major construction project.
Section 2-297. Major Construction Project Requirements for Employing Apprentices.

(a) *Apprentices participation percentage.* At least ten percent (10%) of all hours of work performed on a major construction project shall be performed by apprentices employed by prime contractors or subcontractors.

(b) *Bidding.* Prime contractors bidding on major construction contracts must submit a description of their proposed apprentice usage with their bid or proposal. The description must include, but is not limited to, total work hours estimated for the major construction project, a demonstration of 10% of the total work hours proposed to be performed by apprentices, construction trades, program sponsors or sources, subcontractor opportunities and estimated duration of the employment of apprentices. The POD may waive the requirements for apprentices in bid documents if the POD determines that the project involves a high proportion of equipment and materials costs compared to the anticipated labor hours or that there is an insufficient number of apprentices available to meet the contract requirements. The POD shall put its reasoning for the waiver in writing and submit such reasoning to City Council upon presenting the major construction project to City Council for contract approval.

(c) *Award of contracts.* All major construction contracts shall be awarded to the lowest responsive and responsible bidder. In awarding any major construction project contract, pursuant to this division, the POD may reject any bid determined not to be the lowest responsive and responsible bid.

(d) *Changes after work begins.* The prime contractor and subcontractors must make good faith efforts to replace any apprentice who can no longer work on a major construction project with another apprentice in order to achieve the participation percentage.

(e) *Documentation of good faith efforts.* A prime contractor shall be responsible for achieving and maintaining the required participation percentage for the duration of an awarded contract. If the prime contractor and respective subcontractors are not able to achieve or maintain the required percentage, the prime contractor must demonstrate and document that good faith efforts were made to achieve or maintain the required percentage. Documentation that the prime contractor or subcontractor made good faith efforts shall be submitted on forms provided by the POD. The POD shall review the documentation and determine whether good faith efforts were made to achieve or maintain the required percentage of apprentices.

(f) *Required documentation.* The prime contractor and subcontractors shall keep an accurate record showing the total hours of work performed on a major construction project and the name, address, trade classification, hours worked, evidence of apprenticeship status, and employment status of all apprentices asserted to meet the percentage required in this division. The prime contractor shall submit the records to the POD at the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion) as measured by payments made as a percent of the original amount. The prime contractor is responsible for assuring that all compliance documentation is submitted to the City on forms provided by the POD.
(g) **Compliance; Penalties.** Contracts and bid documents shall provide that the failure of any prime contractor to comply with any of the requirements of this division may result in the imposition of one or more penalties described in the procurement code, respective contract documents, or any other available remedies.

(h) **Authority of the POD.** The POD is authorized to monitor major construction project contracts and prime contractors for compliance with the requirements of this division throughout the duration of an awarded contract. The POD is authorized to prepare administrative policies and procedures to implement, monitor and enforce the requirements of this division.

(i) **Compliance with federal and state regulations.** The provisions of this division shall be construed according to and in conformity with State, federal and county laws concerning the bidding and awarding of contracts. Where a major construction project involves the expenditure of State or federal assistance or contract funds, the POD shall comply with such State or federal law and authorized regulations which are mandatorily applicable, including those which dictate that the provisions of this division may not be required on a particular project.

**Section 2-298. Major Construction Project Incentive Program for Hiring Apprentices.**

(a) **Retainage Incentive Authority.** The POD has the authority to approve reduction of the retainage held on portions of progress payments at each of the following levels of completion of a major construction project: the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion rate). The maximum retainage reduction may result in a reduction from 10% to 7.5% at the 25% point of completion; a reduction from 10% to 5% retainage at the 50% point of completion; and a reduction from 5% to 2.5% retainage at the 99% point of substantial completion.

(b) **Retainage reduction.** If the contractor demonstrates that 20% of all hours of work are performed by apprentices, the contractor will be eligible for a reduction of the retainage held on portions of progress payments at each level of completion of the major construction project.

(c) **Affidavit of Compliance.** The contractor must submit an affidavit of compliance which includes a list of the names and phone numbers of the apprentices, total work hours for the major construction project and a demonstration of 20% of the total work hours performed by apprentices. The POD will review this affidavit to verify eligibility for a reduction of retainage on progress payments. To qualify for a retainage reduction, the contractor must submit an affidavit of compliance at the 25%, 50% and substantial completion (99% completion rate) levels of project completion as measured by contract payments made by the City.

**Section 2.** The POD shall prepare an annual report for City Council which should include the dollar amount of each major construction project, the total work hours for each major construction project, and the hours of work performed by apprentices on each project.

**Section 3.** The unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.
Section 4. The administration is authorized to commence all actions necessary to implement the provisions of this ordinance within 90 days after this ordinance is enacted.

Section 5. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading held on the 16th day of April, 2015.

Adopted by St. Petersburg City Council on second and final reading on the 7th day of May, 2015.

Charles Cerdes, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:
Chan Srinivasa, City Clerk

Title Published: Times 1-t 4/24/15

Not vetoed. Effective date Thursday, May 14, 2015 at 5:00 p.m.
EXHIBIT E
ATTACHMENT E

Article 11 INSURANCE AND BOND

11.1 Insurance

The Contractor shall not commence work under the Contract until all insurance required below has been obtained and approved by the Owner. The Contractor shall not allow any Subcontractor to commence work on a subcontract until all insurance required of the Subcontractor has been obtained and approved. If a Subcontractor does not obtain insurance in its own name and its principal Contractor wishes to provide insurance protection for such Subcontractor and such Subcontractor’s employees, a rider shall be attached to the principal Contractor’s policy, which rider shall identify the persons thereby covered or else the principal Contractor shall obtain appropriate policies in the name of the Subcontractor.

The Contractor shall provide the Owner with Certificates of Insurance for all new and renewal insurance policies. Certificates shall name the City of St. Petersburg as an additional insured except for the Workers’ Compensations insurance and show the City of St. Petersburg as the Certificate Holder. No insurance policy required herein may be canceled, non-renewed, or adversely changed without thirty days written notice to the Owner. Insurance shall be maintained at all times by the Contractor until final acceptance of the Work by the Owner except for completed operations coverage which shall be maintained for a period of one year beyond final acceptance of the Project. Completed operations coverage shall not serve to limit the liability of the Contractor.

Certificates of Insurance shall be delivered to the Procurement & Supply Management Director. Failure to provide Certificates or failure to renew Insurance shall not relieve the Contractor of the responsibility to provide insurance as required. At the Owner’s request, the Contractor shall allow the Owner and/or the Owner’s designated representative to come to its local office, during regular business hours, to review complete copies of Contractor’s and all its Subcontractor’s insurance policies. The Owner shall have the right to take notes during its review of the policies. Receipt of Certificates of Insurance which indicate less coverage than required does not constitute a waiver of the Contractor’s obligation to fulfill the insurance requirements herein.

The Contractor may, at its option, provide the limits of liability as set out herein by a combination of the policies described herein, including an Umbrella or Excess Liability Insurance Policy. Any Excess or Umbrella policy must provide coverage on at least a following form basis and must include completed operations and excavation, collapse and underground coverage, along with professional liability.

Approval of the insurance by the Owner shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the Owner does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.
The Contractor's deductibles or self-insured retention may be disapproved by the Owner. All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

11.1.1 Worker's Compensation

Coverage

The Contractor shall obtain and maintain during the life of the Contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the Project. Coverage should include Employers Liability, Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.

If any work is subcontracted, the Contractor shall require each Subcontractor to provide Worker's Compensation Insurance for all the Subcontractor's employees unless such employees are covered by the Worker’s Compensation Insurance afforded by the Contractor.

The Contractor and Subcontractors shall purchase any other insurance or coverage required by law for the benefit of their employees. The Contractor and Subcontractors shall obtain and maintain such insurance and coverage in amounts not less than the following:

Limits

Worker's Compensation – as required by Florida Law.

Employer's Liability - $500,000 each employee, each accident, and $500,000 each employee / $500,000 policy limit for disease.

11.1.2 Commercial General Liability

Coverage

The Contractor shall obtain and maintain during the life of the Contract, such Commercial General Liability Insurance as shall provide coverage for the Contractor, Subcontractors, and the Owner from claims for bodily injury and personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Contract, whether such operations be by the Contractor or by any Subcontractors, or any of their agents, representatives, guests, employees, invitees or anyone contracting with Contractor or by anyone directly or indirectly employed by any of them.

Explosion, collapse and underground hazards shall be covered by the Contractor's and Subcontractor's Commercial General Liability Insurance. If such policy does not cover
asbestos abatement liability, then a separate asbestos abatement policy with a limit of no less than $5,000,000 is required, on applicable projects.

A separate general aggregate limit of liability shall apply to the Project in the Contract. If the Contractor works on more than one project, a general aggregate shall apply to each of such projects. The project(s) shall be specifically described in the endorsement.

If Comprehensive General Liability Insurance is obtained instead of Commercial General Liability Insurance, the policy must include the Broad Form Comprehensive General Liability Endorsement.

Limits

Occurrence type Commercial General Liability in amounts not less than:

- General Aggregate Limit applicable per Project: $5,000,000
- Products and Completed Operations Aggregate Limit: $5,000,000
- Personal & Advertising Injury Limit: $5,000,000
- Each Occurrence Limit: $5,000,000
- Medical Expense Limit: Optional

11.1.3 Business Automobile Insurance

Coverage

The Contractor shall obtain and maintain Business Automobile Insurance providing liability coverage for "any auto", which shall include, but not be limited to, all leased, owned, non-owned, and hired vehicles.

Limits

$1,000,000 combined single limit each occurrence for bodily injury and property damage. $2,000,000 aggregate.

11.1.4 Builder's Risk Insurance

Contractor shall obtain and maintain Builder's Risk Insurance insuring the Contractor's work at the site to its full insurable replacement value. This insurance shall insure the interests of the Owner, the Contractor, and all Subcontractors in the Work and shall insure against special form causes of loss (all risk perils), including collapse during construction for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Contractor shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the Work stored on or off site or in transit. Builder's Risk Insurance shall be endorsed to permit occupancy
until such time as the facilities are completed and accepted by the Owner and written notice of that fact has been issued by the Owner.

11.1.5 Environmental Liability Insurance

Coverage:

The Contractor shall obtain and maintain Environmental Liability Insurance with a minimum policy limit of $5,000,000. Said policy shall also provide coverage for items in transit.

Limits

$5,000,000

11.1.6 Professional Liability Insurance

Coverage:

The Contractor shall obtain and maintain Professional Liability Insurance providing coverage including bodily injury and property damage from design, management such as construction project supervision, payment authorization and including Errors and Omissions coverage for the Work required to be performed by the Contractor pursuant to the Contract with a limit of $5,000,000 per occurrence. If the policy is on a claims made basis with a limit of $5,000,000 then an extended reporting period of at least two (2) years past the date that the Work is completed.

Limits

$5,000,000 minimum limit per occurrence

11.2 PUBLIC CONSTRUCTION BOND

The Contractor shall furnish a Public Construction Bond executed by a surety company duly authorized to do business in the state of Florida which shall be executed on the Owner’s bond form attached hereto. The amount of the bond shall be equal to the cumulative amount of the Contract Sum or Cost Estimate(s) (whichever is greater), as security for the faithful performance of the Contract and as security for the payment by the Contractor of all persons performing the Contract. The Surety company shall have a rating classification of “A” and a financial category of Class VII as evaluated in the current Best’s Key Rating Guide, Property – Liability.

In lieu of the Public Construction Bond, the Contractor may furnish to the Owner an alternative form of security in the form of cash, money order, certified check, cashier’s check, an irrevocable letter of credit, or a security of a type listed in Chapter 625, Part II, of the Florida Statutes and acceptable to the City Attorney. Any such alternative form of
security shall be subject to the same conditions as those applicable to the Construction Bond required by this section and Chapter 255 of the Florida Statutes.

The Public Construction Bond shall remain in effect for at least one year beyond the date of final acceptance by the Owner.

Alternative forms of security will be returned to the Contractor not later than thirty (30) days following the expiration of the guarantee period.
March 8, 2017

Mr. Brejesh Prayman
Mr. Mike Ryle
City of St. Petersburg
MSC, 6th Floor
One 4th St. N
St. Petersburg, FL 33701

Re: Construction Manager – City of St. Petersburg SWWRF Capacity Improvements
Partial Control Estimate #1 for Project No. 16109-111: SWWRF Capacity Upgrades

Sub-Project #1: Headworks and Lift Station By-Pass Lines (Process Areas 12 & 14)
Sub-Project #8: Cyclone Based Wasting System (Process Area 48)
Sub-Project #10: Plant Influent Temp. Connection for EQ Storage (Process Area 66.1, 67.1, 67.2)

Dear Mr. Prayman & Mr. Ryle:

At this time, Haskell has prepared a Partial Control Estimate for the Project No. 16109-111 SWWRF Capacity Upgrades, which is designed to improve treatment and disposal capacity at the SWWRF. Due to the limited design information currently available, this partial control estimate is based upon dialogue between Brown & Caldwell and Haskell staff’s in order to determine the anticipated scope of the project. Furthermore, please find attached the conceptual level and schematic information utilized to develop this partial control estimate.

This Partial Control Estimate #1 for Project 16109-111 includes work related to the sub-projects identified above. Those sub-projects include the Process Area 12 & 14 (Headworks & LS2 By-Pass Piping), Process Area 48 (Cyclone Based Wasting System) and Process Area 66.1, 67.1 & 67.2 (Plant Influent Temporary Connection for Equalization Storage). The details of each sub-project component are defined below.

Sub-Project #1: Headworks and Lift Station By-Pass Lines (Process Areas 12 & 14)

**SCOPE:**
The scope of this sub-project generally includes providing and installing pipe, fittings, valves, supports, etc. to install a 48” ductile iron pipe by-pass line from upstream of the Headworks Structure to the redesigned Primary Splitter Box. This project also consists of installing a 12’ by-pass line from the new Lift Station #2 to the redesigned Primary Splitter Box.

**SCHEDULE:**
Based on executing the Construction Manager contract and receiving funding approval by March 17, 2017, Haskell anticipates the Substantial Completion Date of **July 31, 2017**.
Sub-Project #8: Cyclone Based Wasting System (Process Area 48)

**SCOPE:**
The estimate is for equipment procurement only at this time. Once the design of the installation is provided, Haskell will complete the estimate of costs to construct the project. This portion of the partial control estimate is work with the vendors to begin the equipment fabrication process in order to shorten the overall schedule for this sub-project.

**SCHEDULE:**
Based on receiving final design drawings from Brown & Caldwell by March 31st, delivery date for equipment is anticipated by August 18, 2017. This does not include final installation, start-up and testing.

The timeframe is as follows:
- Final Design Received: March 31, 2017
- Final Vendor(s) Pricing: 1 week
- City Approval and Haskell PO: 2 weeks
- Submittal Development: 4 weeks
- Engineer Approval: 2 weeks
- Fabrication: 10 weeks
- Delivery to Jobsite: 1 week

Sub-Project #10: Plant Influent Temporary Connection for EQ Storage

**SCOPE:**
The scope of this sub-project generally includes tapping a temporary emergency influent by-pass line into the existing LS85 Force Main and routing the piping to the existing 10MG and 5MG Reclaimed Water Storage Tanks. Haskell will be providing and installing all pipe, fittings, valves, supports, systems etc. to install a 36" HDPE by-pass lines to be used for emergency storage of raw sewage. This project will also provide a 20" ductile iron pipe drain line to connect to the existing Washwater Recovery Basin to allow for raw sewage to be fed back to the head of the plant.

**SCHEDULE:**
Based on executing the Construction Manager contract and receiving funding approval by March 17, 2017, Haskell anticipates the Substantial Completion Date for this scope of work by July 15, 2017.

**SUMMARY OF PARTIAL CONTROL ESTIMATE #1 COSTS:**

Total Partial Control Estimate #1 for Project No. 16019-111: $4,595,138

Sub-Project #1: Headworks and Lift Station By-Pass Lines (Process Areas 12 & 14)

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Sub-Project #10: Plant Influent Temporary Connection for EQ Storage

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This Partial Control Estimate is based upon the attached assumptions and clarification document, attached drawings and/or sketches provided by the applicable engineer, and field investigations conducted by Haskell personnel.

Should you have any questions regarding this Partial Control Estimate or require additional information, please do not hesitate to contact me at (317) 790-9239.

Respectfully,

Robert E. Bruner, PE, DBIA
Project Director – Water

Cc: Richard Moore, Haskell
    Matt Gilstrap, Haskell
    Bryan Bedell, Haskell

Attachments:
- Clarifications Documents
- Drawings/Sketches used for Pricing
- Estimate Summaries
- Detailed Estimates
Sub-Project: Headworks & Lift Station By-Pass Lines (Process Areas 12 & 14)

Division 1

1.01 This project consists of emergency capacity improvements to the St. Petersburg SWWRF project. Work included in this proposal includes a 48” D.I.P. headworks force main bypass to the limits of the new Primary Clarifier Splitter Box including a new 48” Flow Meter and 48” EMO Plug Valve, a new 12” Lift Station 2 force main from a point near the new generator and heat recovery pad to the proposed Primary Clarifier Splitter Box.

1.02 No costs are included in this Control Estimate for modifications required to the Ferric Acid System. It is assumed that the current Biosolids project to handle any changes to the design for this system.

1.03 This estimate is based on an 80 hour per week construction schedule, starting as soon as Notice to Proceed is issued and final drawings are completed. Work will continue until completed.

1.04 American Iron and Steel Act does not apply to this work

1.05 Davis-Bacon wages do not apply to this work.

1.06 No By-Pass pumping of the incoming flows has been included. It is assumed that existing valves function.

Division 2 – Sitework/Demolition

2.01 Dewatering includes:
   A. Open pumping where required to maintain a dry excavation.
   B. Wellpoint dewatering for lowering and maintaining the groundwater level below subgrade during excavation and backfill.

2.02 Earth retention per OSHA requirements.
   A. Steel sheet piling is assumed for “tie-in” excavation at the Headworks “tie-in” area.

2.03 Process piping installation assumption:
   Line stop, has been included, to move the existing 48” Valve upstream to allow for the installation of the 48” MJ Tees into the existing line between valves upstream of the Headworks.

2.04 Miscellaneous site utilities assumptions:
   A. Electrical Feed to new electrical operated plug valve and new flow meter.
   B. Excavation and backfill with suitable on-site bedding materials for electrical ductbank.
   C. Electrical duct bank encasement in concrete.
   D. Furnishing and installing electrical hand holes and manholes.

2.05 Removal/Replacement of asphalt road disturbed by proposed construction is included in this package.

Division 3 – Concrete

3.01 Concrete costs are based on the following criteria unless noted otherwise:
Concrete pipe supports and slabs required for these packages are based on specifications and plan details of the ongoing Biosolids project.

3.02 It is assumed that concrete foundations will be provided for 48” pipe supports in areas where it is exposed above ground.

**Division 5 - Metals**

5.01 The following miscellaneous metals are included in this estimate:

A. Required pipe supports.
B. Bridge over 48” pipe

**Division 13 - Special Construction**

13.01 Instrumentation includes one 48” magnetic flow meter for the headworks bypass line to the Primary Clarifier Splitter Box Structure.

**Division 15 - Process Piping**

15.01 Process piping is included as indicated on drawings. Headworks bypass, Lift Station 2 force main bypass. Piping is cement lined ductile iron, Class 250 with C153 mechanical joint fittings and megalug type restraints below ground and Class 53 where exposed.

15.02 Buried valves are mechanical joint ends with valve boxes and valve tags. Plug valves are rectangular port.

**Division 16 - Electrical**

16.01 The estimate includes an amount of $35,000 for power and control for the motor operated valve as well as the Headworks Bypass Flow Element.

16.02 It is assumed that no new electrical service will be required.
Headworks
Area 14
INFLUENT PUMP STATION AND SCREENING

REPLACE EXISTING CONNECTION WITH TWO 48"X48" TEES

BRING 48" BYPASS ABOVE GRADE

INSTALL FLOW METER AND MECHANICAL VALVE

NEW ELECTRICAL BUILDING

TURN BYPASS BELOW GRADE AT THIS POINT

CONNECT BYPASS TO 48" STUB OUT FROM PCSB

PRIMARY CLARIFIER 1

NEW PRIMARY CLARIFIER SPLITTER BOX

PROPOSED PIPING CONFIGURATION

HEADWORKS STRUCTURE

PROVIDE STAIR ACCESS OVER BYPASS

BLOWER BUILDING

NEW GENERATOR AND HEAT RECOVERY PAD

PROVIDE CONNECTION OF 12" LS2 FM TO PCSB
# HASKELL

**Partial Control Estimate**  
**Project 16019-111 Subproject #1**  
**Headworks and Lift Station Bypass Lines (Process Area 12 & 14)**

**Job Number**: 6703620  
**Date**: 3/8/17  
**Location**: St Petersburg, FL  
**Client**: City of St. Petersburg

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**GROSS COST**  
$1,553,678

**Contingency**  
15.00%  
$233,052

**SUBTOTAL**  
$1,786,730

**Overhead & Profit**  
5.75%  
$102,737

**TOTAL**  
$1,889,467
Partial Control Estimate  Project 16019-111 Subproject #1  
Headworks and Lift Station Bypass Lines (Process Area 12 & 14)  

Estimator: BELLOIT & SPAEDER  

Recap - With Taxes and Insurance  
Project Size: 70 MGD  
Job #: 5703620  

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Partial Control Estimate Project 16019-111 Subproject #1 Headworks and Lift Station Bypass Lines (Process Area 12 & 14)
### Partial Control Estimate Project 16019-111 Subproject #1
**Headworks and Lift Station Bypass Lines (Process Area 12 & 14)**

**Estimator:** BELLOIT & SPAEDER

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**Partial Control Estimate Project 16019-111 Subproject #1**  
Headworks and Lift Station Bypass Lines (Process Area 12 & 14)

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- **INDIRECT COSTS**
- **Total 02115.000 SITE MISC**
- **Total 02300.000 EARTHWORK, GRADING & EXC**
- **Total 02400.000 DEWATERING**
- **Total 02430.000 BYPASS PUMPS AND PIPING**
- **Total 02450.000 STEEL SHEET PILING**
- **Total 02600.000 PROCESS PIPING**
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### Partial Control Estimate Project 16019-111 Subproject #1

**Headworks and Lift Station Bypass Lines (Process Area 12 & 14)**

**Estimator:** BELOIT & SPAEDER

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**Group 2: Minor Item Code Groups**

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**Group 1: Major ItemCode Groups**

**Group 2: Minor ItemCode Groups**

---

**Detail - With Taxes and Insurance**

**Project Size:** 70 MGD

**Job #: 6703620**

---

**Estimator:** BELLOTT & SPAEDER

**Partial Control Estimate Project 16019-111 Subproject #1**

**Headworks and Lift Station Bypass Lines (Process Area 12 & 14)**
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Description</th>
<th>Quantity</th>
<th>UM</th>
<th>Hows</th>
<th>Total Unit</th>
<th>Labor Total</th>
<th>Matl Total</th>
<th>Equip Total</th>
<th>Sub Total</th>
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**15001.000 PROCESS PIPE - 12" LS2 FM**

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<th>Equip Total</th>
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**15001.100 4" DUCTILE IRON CONNECT TO EXISTING**

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**15001.000 PROCESS PIPE - 12" LS2 FM**

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# Partial Control Estimate Project 16919-111 Subproject #1

**Headworks and Lift Station Bypass Lines (Process Area 12 & 14)**

Estimator: BELLOIT & SPAEDER

## Group 1: Major Item Code Groups

### 15339.100 FOREMAN
- Code: 15339.100
- Description: FOREMAN
- Quantity: 4
- Unit: WK
- Total Hours: 80.000
- Labor: 320
- Total Labor: 5,100.00
- Mat: 20.400

### 15339.210 FOREMAN SUBSISTENCE
- Code: 15339.210
- Description: FOREMAN SUBSISTENCE
- Quantity: 4
- Unit: WK
- Total Hours: 804.64
- Labor: 3,219

### 15339.310 CRAFTSMEN SUBSISTENCE
- Code: 15339.310
- Description: CRAFTSMEN SUBSISTENCE
- Quantity: 16
- Unit: WK
- Total Hours: 650.15
- Labor: 11,042

### 15339.400 FOREMAN / OPERATOR / CRAFTSMEN FIELD TRAVEL (EVERY 3 WEEKS)
- Code: 15339.400
- Description: FOREMAN / OPERATOR / CRAFTSMEN FIELD TRAVEL (EVERY 3 WEEKS)
- Quantity: 7
- Unit: TRIP
- Total Hours: 535.00
- Labor: 3,745

**Total 15330.000 PROCESS PIPE GENERAL REQ'S**
- Total Labor: 1,112
- Total Mat: 1,112

### 16000.000 16 - ELECTRICAL

- Code: 16000.100
- Description: ELECTRICAL
- Quantity: 1
- Unit: LS
- Total Labor: 35,000.00
- Mat: 35,000

**Total 16000.000 ELECTRICAL**
- Total Labor: 35,000
- Total Mat: 35,000

**Total 16000.000 16 - ELECTRICAL**
- Total Labor: 35,000
- Total Mat: 35,000

### 17000.000 17 - INSTRUMENTATION SYSTEMS

- Code: 17000.000
- Description: INSTRUMENTATION SYSTEMS
- Total Labor: 44,069.00
- Mat: 362,183

**Total 17000.000 INSTRUMENTATION SYSTEMS**
- Total Labor: 44,069
- Total Mat: 362,183

**Total 17000.000 17 - INSTRUMENTATION SYSTEMS**
- Total Labor: 44,069
- Total Mat: 362,183

## Group 2: Minor Item Code Groups

### 17694.041 MAG METER - 42" Tag -
- Code: 17694.041
- Description: MAG METER - 42" Tag -
- Quantity: 1
- Unit: EA
- Total: 1100
- Labor: 30.000
- Mat: 1,269
- Equip: 42,800.00
- Sub: 42,800

**Total 17694.041 MAG METER - 42" Tag -**
- Total Labor: 44,069
- Mat: 44,069

### 17648.000 VERTICAL POST TRANSMITTER STAND - ALUMINUM
- Code: 17648.000
- Description: VERTICAL POST TRANSMITTER STAND - ALUMINUM
- Quantity: 1
- Unit: EA
- Total: 1100
- Labor: 1.000
- Mat: 42.30
- Equip: 267.50
- Sub: 268

**Total 17648.000 VERTICAL POST TRANSMITTER STAND - ALUMINUM**
- Total Labor: 309.80
- Mat: 309.80

### 17648.002 SUNSHADE / RAIN HOOD - ALUMINUM
- Code: 17648.002
- Description: SUNSHADE / RAIN HOOD - ALUMINUM
- Quantity: 1
- Unit: EA
- Total: 1100
- Labor: 1.000
- Mat: 42.30
- Equip: 267.50
- Sub: 268

**Total 17648.002 SUNSHADE / RAIN HOOD - ALUMINUM**
- Total Labor: 309.80
- Mat: 309.80

### 17648.006 ANCHOR BOLTS
- Code: 17648.006
- Description: ANCHOR BOLTS
- Quantity: 4
- Unit: EA
- Total: 1100
- Labor: 0.250
- Mat: 10.58
- Equip: 10.70
- Sub: 43

**Total 17648.006 ANCHOR BOLTS**
- Total Labor: 21.28
- Mat: 21.28

### 17650.000 PROGRAMMING
- Code: 17650.000
- Description: PROGRAMMING
- Quantity: 1
- Unit: LS
- Total: 10,000.00
- Labor: 1,396
- Mat: 43,378

**Total 17650.000 PROGRAMMING**
- Total Labor: 10,000
- Mat: 10,000

**Total 17000.000 INSTRUMENTATION SYSTEMS**
- Total Labor: 10,000
- Mat: 10,000

**Total 17000.000 17 - INSTRUMENTATION SYSTEMS**
- Total Labor: 10,000
- Mat: 10,000

**Total Gross Cost**
- Total Labor: 1,553,679
- Mat: 1,553,679

**Total Unit Cost**
- Total Labor: 20,400
- Mat: 20,400

**Total Cost**
- Total Labor: 238,661
- Mat: 238,661

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**Project Size:** 70 MGD

**Job #: 6703620**

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Sub-Project #8: Cyclone Based Wasting System (Process Area 48)

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**Sub-Project: Influent Temp Connection - EQ Storage (Process Areas 66 & 67)**

**Division 1**

1.01 This project consists of capacity improvements to the St. Petersburg SWWRF project. Work included in this proposal package includes a Reclaim Water Bypass Line starting with a 30" live tapping tee and valve tie-in to the existing LS85 force main, continuing with 36" HDPE piping and 36" isolation plug valves to the existing 10 MG & 5MG Reclaimed Water Storage Tanks. A new 36" isolation plug valve at the existing 5MG Reclaimed Water Storage Tank Drain Line is to be installed. Also included is construction of a new 20" D.I.P. drain line from the existing pumping area to a tie in at the existing Washwater Recovery Basin.

1.02 No costs are included in this Control Estimate for structural modifications or penetrations to the existing reclaim water storage tanks.

1.03 This estimate is based on an 80 hour per week construction schedule, starting as soon as Notice to Proceed is issued and final drawings are completed. Work will continue until completed.

1.04 American Iron and Steel Act does not apply to this work

1.05 Davis-Bacon wages are not included.

1.06 No By-Pass pumping of the incoming flows has been included. It is assumed that existing valves function.

**Division 2 – Sitework/Demolition**

2.01 Dewatering includes:
   A. Open pumping where required to maintain a dry excavation.
   B. Wellpoint dewatering for lowering and maintaining the groundwater level below subgrade during excavation and backfill.

2.02 Earth retention per OSHA requirements.
   A. Steel sheet piling is assumed for “tie-in” excavation at the Force main “tie-in” area.

2.03 Process piping installation includes:
   Installation of Piping Structural Support System to support the 36" HDPE Force Main to flow down into the existing hatches located on the domes of the existing 10 MG & 5MG Reclaimed Water Storage Tanks. It is assumed that the piping systems shown cannot be supported by the storage tanks.

2.04 Removal/Replacement of asphalt road disturbed by proposed construction is included in this package.

**Division 3 – Concrete**

3.01 Concrete costs are based on the following criteria unless noted otherwise:
   Concrete pipe supports and slabs required for these packages are based on specifications and plan details of the ongoing Biosolids project.
3.02 It is assumed that large concrete foundations will need to be provided for 36" pipe support systems at the storage tanks where they cannot be supported by the storage tanks.

**Division 5 – Metals**

5.01 The following miscellaneous metals are included in this estimate:

A. Required pipe supports.
B. Structural Steel Support Systems for piping located on storage tanks.

**Division 9 – Finishes**

9.01 It is assumed that painting is not be required for aboveground exposed piping.

**Division 13 – Special Construction**

13.01 There is no Instrumentation included for this project. It is assumed that this system will be operated in a manual fashion.

13.02 It is assumed that Crom will be contracted to install interior supports within the storage tanks to allow for the temporary influent piping to be installed on the interior of the tanks down to a level close to the floor of the tanks. Any other modifications required to the storage tanks will be provided by Crom and costs have been allocated for this work.

**Division 15 – Process Piping**

15.01 Process piping is included as indicated on drawings. 5MG Reclaimed GST drain line Plug Valve installation piping is cement lined ductile iron Class 250 with C153 mechanical joint fittings and megalug type restraints below ground and Class 53 where exposed. Reclaim Water EQ Bypass piping is HDPE DR11 piping per drawings.

15.02 Buried valves are mechanical joint ends with valve boxes and valve tags. Plug valves are rectangular port.

**Division 16 – Electrical**

16.01 It is assumed that no electrical work will be included in this scope of work.
Reclaimed/Reject Storage Tank
Areas 66,67
### Partial Control Estimate #1 for Project 16019-111

**Sub-Project #10: Plant Influent Temp Connection to EQ Storage**

**Process Area 66.1, 67.1 & 67.2**

**Job Number:** 6703620 Pkg 66  
**Location:** St Petersburg, FL  
**Client:** City of St. Petersburg  
**Date:** 3/8/17

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### Partial Control Estimate #1 for Project 16019-111

**Sub-Project #10: Plant Influent Temp Connection to EQ Storage**

**Process Area 66.1, 67.1 & 67.2**

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**Group 1: Major Item Code Groups**

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### Detail - Wills Taxes and Insurance

**Project Size:** 1 LS  
**Job #:** 6703620 Pkg 66  
**Estimator:** BELLOIT & SPAEDER

#### Group 1: Major Item Code Groups

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#### Group 2: Minor Item Code Groups

**Partial Control Estimate #1 for Project 16019-111**  
Sub-Project #10: Plant Influent Temp Connection to EQ Storage  
Process Area 66.1, 67.1 & 67.2
Partial Control Estimate #1 for Project 16019-111
Sub-Project #10: Plant Influent Temp Connection to EQ Storage
Process Area 66.1, 67.1 & 67.2

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### Partial Control Estimate #1 for Project 16019-111
#### Sub-Project #10: Plant Influent Temp Connection to EQ Storage

**Process Area 66.1, 67.1 & 67.2**

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### 02990.000 SITE GENERAL REQUIREMENTS

**ITEM**

- SMALL TOOLS: 3,936 MH
- EXPENDABLES: 3,936 MH
- SAFETY EQUIPMENT: 3,936 MH
- MATERIAL HANDLING: 8 WK 0221 40.000 320 2,507.40 20.059 128.40 1,027 3,209.80
- LIGHT TOWERS (3 EACH @ 2 MONTHS): 6 MO 490.03 2,988

**ITEM**

- DIESEL FUEL: 520 GAL 3.21 1,669
- FOREMAN: 7 WK 0200 80.000 560 5,100.00 35,700
- FOREMAN SUBSISTENCE: 7 WK 804.64 5,632
- CRAFTSMEN SUBSISTENCE: 42 WK 690.15 28,986
- FOREMAN / OPERATOR / CRAFTSMEN: 17 TRIP 5316.00 5,905

**TOTAL SITE GENERAL REQUIREMENTS**

- 880 55,799 56,939 10,532
- 123,239

### 03000.000 03 - CONCRETE

**03000.000 CONCRETE FINISHING**

- STONE RUBBING: 72 SF 0310 0.061 4 2.71 195 0.05 4 2.76 199
- STONE RUBBING: 72 SF 0310 0.061 4 2.71 195 0.05 4 2.76 199
- PROTECT & CURE: 108 SF 0223 0.004 4 0.20 21 0.02 2 0.22 24
- PROTECT & CURE: 880 SF 0223 0.004 4 0.20 174 0.02 19 0.22 193
- PROTECT & CURE: 220 SF 0223 0.004 4 0.20 43 0.02 5 0.22 48
- PROTECT & CURE: 880 SF 0223 0.004 4 0.20 174 0.02 19 0.22 193
- PROTECT & CURE: 108 SF 0223 0.004 4 0.20 21 0.02 2 0.22 24
- CONSTRUCTION JOINT PREPARATION: 36 SF 0223 0.044 2 1.97 71 1.97 71
- CONSTRUCTION JOINT PREPARATION: 36 SF 0223 0.044 2 1.97 71 1.97 71

**TOTAL 03000.000 CONCRETE FINISHING**

- 22 966 1,021

### 03100.000 FORMWORK LABOR

- BASE SLAB FORMS 12" < 24": 120 SF 0305 0.380 45 16.90 2,028 16.90 2,028
- ISOLATED FOOTING FORM: 480 SF 0305 0.166 80 7.39 3,549 7.39 3,549
- ISOLATED FOOTING FORM: 480 SF 0305 0.166 80 7.39 3,549 7.39 3,549
- PIPE SUPPORT FORMS: 72 SF 0305 0.444 32 19.71 1,419 19.71 1,419
- PIPE SUPPORT FORMS: 72 SF 0305 0.444 32 19.71 1,419 19.71 1,419
- STRIP FORMS: 72 SF 0325 0.133 10 5.91 426 5.91 426
- STRIP FORMS: 72 SF 0325 0.133 10 5.91 426 5.91 426
- STRIP FORMS: 120 SF 0325 0.133 16 5.91 710 5.91 710
- STRIP FORMS: 480 SF 0325 0.133 64 5.91 2,839 5.91 2,839
**Partial Control Estimate #1 for Project 16019-111**  
**Sub-Project #10: Plant Influent Temp Connection to EQ Storage**  
**Process Area 66.1, 67.1 & 67.2**

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### Partial Control Estimate #1 for Project 16019-111
#### Sub-Project #10: Plant Influent Temp Connection to EQ Storage

**Process Area 66.1, 67.1 & 67.2**

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### Partial Control Estimate #1 for Project 16019-111
**Sub-Project #10: Plant Influuent Temp Connection to EQ Storage**
**Process Area 66.1, 67.1 & 67.2**

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**Total 15002.000 PROCESS PIPE - 36" RECLAIM EQ BYPASS**

| **15003.000** | **PROCESS PIPE - 20" RECLAIM TANK DRAIN** | | | | | | | | | | | | | | | 465,900 | 465,900 |
**Partial Control Estimate #1 for Project 16019-111**  
Sub-Project #10: Plant Influent Temp Connection to EQ Storage  
Process Area 66.1, 67.1 & 67.2

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Estimator: BELLOIT & SPAEDER  
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Detail - With Taxes and Insurance
Project Size: 1 LS
Job #: 6703620 Pkg 66
Estimator: BELLOIT & SPAEDER
March 8, 2017

Mr. Brejesh Prayman  
Mr. Mike Ryle  
City of St. Petersburg  
MSC, 6th Floor  
One 4th St. N  
St. Petersburg, FL 33701

Re: Construction Manager – City of St. Petersburg SWWRF Capacity Improvements  
Partial Control Estimate #1 for Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements  

Sub-Project #1: Temp. Effluent Pump Station and lW4 Connection (Process Areas 64 & 68.4)

Dear Mr. Prayman & Mr. Ryle:

At this time, Haskell has prepared a Partial Control Estimate for the above-noted Project / Sub-Projects for the City of St. Petersburg to improve treatment and disposal capacity at the SWWRF. Due to the limited design information currently available, this project estimate is based upon dialogue between CH2M and Haskell staffs in order to determine the anticipated scope of equipment supply for the project.

This Partial Control Estimate request includes only equipment supply for sub-project identified above. The details of this sub-project component are defined below.

Sub-Project #1: Temp. Effluent Pump Station and lW4 Connection (Process Areas 64 & 68.4)

SCOPE:
The scope of this sub-project is to provide new diesel pumps installed in a temporary arrangement to pump effluent reclaimed water to the newly installed disposal injection well (lW4). Due to the limited design information available at this time, Haskell is only providing the cost of equipment supply in this partial control estimate. Once the final details of the project are available, the balance of the sub-project cost will be estimated and provided for approval in a subsequent partial control estimate.

SUMMARY OF PARTIAL CONTROL ESTIMATE #1 COSTS:

Total Partial Control Estimate #1 for Project No. 16110-111: $1,269,000

Sub-Project #1: Temp. Effluent Pump Station and lW4 Connection (Process Areas 64 & 68.4)

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<tr>
<td>Subtotal for Sub-Project</td>
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</table>
This cost estimate is for equipment supply only.

**SCHEDULE:**
Based on executing the Construction Manager contract and receiving funding approval by March 17, 2017, Haskell anticipates the Substantial Completion Date for this scope of work by *August 1, 2017*, assuming rental pumps are provided for this installation. Haskell was recently informed during the pre-construction meeting for the new Injection Well #4, that the space identified as the location for the temporary pump station will not be available until after July 14, 2017.

Should you have any questions regarding this Partial Control Estimate or require additional information, please do not hesitate to contact me at (317) 790-9239.

Respectfully,

Robert E. Bruner, PE, DBIA
Project Director – Water

Cc: Richard Moore, Haskell
    Matt Gilstrap, Haskell
    Bryan Bedell, Haskell

attachments:
    Estimate Summary
    Detailed Estimate
Project No. 16110-111: SWWRF Reclaimed Water & Injection Wells Improvements  
Sub-Project #1: Temp. Effluent Pump Station and IW4 Connection (Process Areas 64 & 68.4)

Job Number: 6703620  
Date: 3/8/17  
Location: St Petersburg, FL  
Client: City of St. Petersburg

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GROSS COST: $1,200,000

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SUBTOTAL: $1,200,000

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TOTAL: $1,269,000
Sub-Project #1: Temp. Effluent Pump Station and IW4 Connection (Process Areas 64 & 68.4)

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Detail - With Taxes and Insurance
Project Size: 1 LS
Job #: 6703620
Estimator: BELLOIT

Group 1: Major Item Code Groups
Group 2: Minor Item Code Groups
Our design staff has been talking this morning to vendors of the equipment to be supplied in the pumping system package, and they have begun to provide verbal quotes. We received another quote from another vendor listed in our draft specs for all of the equipment included, and that was $1.1M. For the sake of contingency to cover any uncertainties with possible miscommunication between CH2M and the vendors, we felt that $1.2M was a satisfactory estimate for the diesel pumping system direct purchase package. We have not heard any additional information to bring this estimate down.

Ryan Messer
Project Manager
D +1 813 281 7770
M +1 904 993 4310

CH2M
4350 West Cypress Street
Suite 600
Tampa, FL 33626
USA
www.ch2m.com | LinkedIn | Twitter | Facebook

From: Bruner, Robert E. [mailto:Bob.Bruner@haskell.com]
Sent: Thursday, March 02, 2017 12:39 PM
To: Messer, Ryan/TPA <Ryan.Messer@ch2m.com>
Cc: mmcneal@asrus.net; plarkin@asrus.net; Matthew.Tennant@CH2M.com; Tony.Inniss@CH2M.com
Subject: RE: St. Pete SWWRF Diesel Pumps for IW-4 [EXTERNAL]

Ryan,
Thanks for the information from Xylem. For my education, can you briefly summarize how you got to $1.2M budget?

Thanks, Bob

Robert E. Bruner, PE, DBIA
Director of Project Development – Water Division

HASKELL
111 Riverside Avenue, Jacksonville, FL 32202
Bob.Bruner@haskell.com
Office: 904-791-4798
Cell: 317-790-9239
Bob —
We are conscious of Haskell’s need to get a budgetary estimate into the City tonight for the direct purchase of the diesel pumps we need to supply water to IW-4 when it is completed. In the spirit of transparency, for our pump system which include the pumps, engines, noise attenuating enclosures, and fuel tanks — the sum of verbal quotes we’ve gotten is $1.1M. To cover yourself, you should budget $1.2M for this equipment purchase. See the attached email from Xylem that indicated the approximate cost of the pumps alone would be $880,000. The lead time they specified in the attached can be shortened as they are aware the pumps need to be onsite July 1.
I will follow up with our draft specification soon today to Haskell and the City, and I will let you know if that $1.2M needs to change as we communicate with vendors for the items besides the pumps.

Ryan Messer, PE
Project Manager
D +1 813 281 7770
M +1 904 993 4310

CH2M
4350 West Cypress Street
Suite 600
Tampa, FL 33626
USA
www.ch2m.com | LinkedIn | Twitter | Facebook
Hi Ryan,

Hopefully I sent you enough information on data sheets earlier to help with the design and layout accordingly. I’ve worked up a cost sheet estimate for rental of the following:

- (4) HL250M diesel Critically Silenced Dri-Prime pumps
- (4) 500 Gallon UL fuel tanks
- (4) 16” intake tubes (1) per unit
- (4) 12” flange cargo hose discharge
- Manifold: (4) 12” flanges x (1) 36” flange
- (4) 12” flange check valves
- 300’ of 36” hdpe sdr 11 pipe
- 36” 90’s, 45’s, and flange adapters
- 36” butterfly valve
- 36” flow meter
- 24” x 36” flange reducer
- 36” tapping saddle with ARV
- Pump containments

We’d be in the neighborhood of $76,000 per month less taxes. The pumps, flow meter, butterfly valve, and 36” hdpe pipe are the big ticket items. Set up would be approximately $20,000 for (3) of our techs, fusion machine, forklift. I did not include a crane to place pumps, so take that into consideration. Tear down costs typically run ½ the installation costs.

Currently there are (7) available in our rental fleet, yet this changes weekly. The better line of site we had on the start date with NTP or PC’s the easier it is to lock in rental units throughout our network of 45 rental locations.

To deliver brand new units, the pumps alone would be in excess of $880,000. Lead time for new units would be in the 18-24 week range based on current production levels and inventory. If the ETA of new pumps was a deciding factor, we sometimes have the ability to push other items aside (like pumps we are building for our rental fleet) to allow for new production units.

I hope this helps, and please feel free to call or contact me with any other questions or needs.

Sincerely,

Jed Church
Branch Manager
1pm sounds good. Do you happen to have a lead time for those pumps to get in the field? We are able to put supplier references into our spec, so we will place Xylem Brand or equal in the spec. We are anticipating needing those pumps onsite by July 1. This still very well may be a competitive job, but would you be able to give me a budgetary rental cost for the pumps/diesel tanks with enclosures and 200 feet of 36” HDPE? It doesn’t need to be a final cost.

We are also considering implementing diesel pumps into the permanent pump station. Would you be able to tell me the lead time for purchasing those pumps/enclosures/fuel systems and a budgetary cost as well?

Does Xylem consider any type of rent-to-own program for the used equipment?

Ryan Messer

Project Manager

D  +1 813 281 7770
M  +1 904 993 4310

CH2M

4350 West Cypress Street
Suite 600
Tampa, Fl 33625
USA
From: Church, Jed - Xylem [mailto:jed.church@XylemInc.com]
Sent: Tuesday, February 07, 2017 11:58 AM
To: Messer, Ryan/TPA <Ryan.Messer@ch2m.com>
Subject: RE: St. Pete SWWRF Site Visit [EXTERNAL]

I do have some commitments in the am, can we make it after lunch? 1pm... ?

You are correct, I believe we had discussed (4) HL250M diesel pump sets for that duty point.

Sincerely,

Jed Church
Branch Manager
Xylem Dewatering Solutions
Godwin Pumps of America
202 Winston Creek Parkway
Lakeland, FL 33810
813-323-3478 cell
863-682-8800 office

From: Ryan.Messer@ch2m.com [mailto:Ryan.Messer@ch2m.com]
Sent: Tuesday, February 07, 2017 11:55 AM
To: Church, Jed - Xylem
Subject: St. Pete SWWRF Site Visit

Hi Jed —
I can meeting you out at the St. Pete SWWRF any time tomorrow. Do you want to make it at 8am?

I also want to confirm a couple of other things — we are targeting 22.4 mgd at a pump pressure of 105 psi. Did you talk to Tony about a pump selection? I believe he had four 475 horsepower diesel driven dri-prime centrifugals. Just wanted to make sure that was accurate.
CONFIDENTIALITY NOTICE: This e-mail, including any attachments and/or linked documents, is intended for the sole use of the intended addressee and may contain information that is privileged, confidential, proprietary, or otherwise protected by law. Any unauthorized review, dissemination, distribution, or copying is prohibited. If you have received this communication in error, please contact the original sender immediately by reply email and destroy all copies of the original message and any attachments. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of Xylem Inc.
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Task Order No. 16-01-GS/W to the Architect/Engineering Agreement ("A/E") dated December 13, 2016 between the City of St. Petersburg, Florida and Grissom Smith, LLC in an amount not to exceed $60,267 for professional engineering services for the NEWRF Aeration Blower Replacement Project (Engineering Project No. 17075-111; Oracle No. 15925).

EXPLANATION: On November 3, 2016 City Council approved an Architect/Engineering agreement with the professional consulting firm of Grissom Smith, LLC to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water Projects.

The existing aeration blowers within the aeration basin were installed in 1977 are near the end of their useful lives and are in need of replacement. The new blowers will be more efficient and provide operation reliability during the heavy storm events.

Task Order No. 16-01-GS/W in the amount of $60,267 includes design, bidding and construction phase services. These services are including but not limited to preliminary and final design of civil/site work, mechanical/structural, and electrical/instrumentation, permit applications, assist the City during the bidding process, services during construction by attending construction meetings, responding to construction or design issues that may occur, construction observation, shop drawing reviews, and preparation of final record drawings.

Contractor construction costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends the Mayor or his designee to execute Task Order No. 16-01-GS/W to the Architect/Engineering Agreement ("A/E") dated December 13, 2016 between the City of St. Petersburg, Florida and Grissom Smith, LLC in an amount not to exceed $60,267 for professional engineering services for the NEWRF Aeration Blower Replacement Project (Engineering Project No. 17075-111; Oracle No. 15925).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Project Fund (4003), WRF NE Blowers FY17 Project (15925).

ATTACHMENTS: Resolution
Task Order No. 16-01-GS/W

APPROVALS: Administrative Budget
RESOLUTION NO. 2017-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-01-GS/W TO THE ARCHITECT/ENGINEERING AGREEMENT ("A/E") DATED DECEMBER 13, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GRISSOM SMITH, LLC IN AN AMOUNT NOT TO EXCEED $60,267 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE NEWRF AERATION BLOWER REPLACEMENT PROJECT (ENGINEERING PROJECT NO. 17075-111; ORACLE NO. 15925); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 3, 2016 City Council approved an Architect/Engineering Agreement with the professional consulting engineering firm of Grissom Smith, LLC for miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, the current aeration blowers within the aeration basin at the Northeast Water Reclamation Facility are approximately 40 years old and are near the end of their economic life and in need of replacement; and

WHEREAS, Task Order No. 16-01-GS/W in the amount of $60,267 provides for design, bidding and construction phase services as it relates to the NEWRF Aeration Blower Replacement Project; and

WHEREAS, contactor construction costs for the improvements will be provided to Council for approval as a separate agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee execute Task Order No. 16-01-GS/W to the Architect/Engineering Agreement ("A/E") dated December 13, 2016 between the City of St. Petersburg, Florida and Grissom Smith, LLC in an amount not to exceed $60,267 to provide professional engineering services for the NEWRF Aeration Blower Replacement Project (Engineering Project No. 17075-111; Oracle No. 15925).

This resolution shall become effective immediately upon its adoption.

Approved by:  
By: (City Attorney or Designee)

Approved by:  
Bojesh Praywan, P.E., ENV SP  
Engineering and Capital  
Improvements Director
This Task Order No. 16-01-GS/W is made and entered this day of , 2017, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated December 13, 2016 ("Agreement") between Grissom Smith, LLC ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City of St. Petersburg (CITY) owns and operates the Northeast Water Reclamation Facility (NEWRF) and has identified the need to replace aging blowers that provide air to the aeration basins. The existing blower station is located at grade, beneath the grit structure at the head of the aeration basins. The CITY wants to look at options to install new blowers and controls above the flood elevation to ensure the blowers can provide operation during extreme storm events. It is understood that this project will entail the following components:

1. Removal and replacement of three (3) aging Hoffman blowers and motors (existing blowers must remain in service until new blowers are operational)
2. New and/or remodeled elevated concrete blower pad with overhead canopy structure
3. New stainless steel air piping, valves, fittings
4. New electrical panel, conduits and wiring, instrumentation and controls, etc.
5. Testing and startup
6. Final design anticipates possible phasing of blower installation as determined during the preliminary engineering phase of this task order.

II. SCOPE OF SERVICES

The following specific tasks and services are anticipated for this project, and are included in the Scope of Services below:

Task 1.0 PRELIMINARY ENGINEERING

Prior to final design, the A/E will gather background information needed to complete the final design and support permitting services. The A/E will acquire reasonably available treatment plant data from the CITY. The data will consist of all relevant plans, reports, studies, records, influent flow records, biological loading data and other relevant data concerning the NEWRF.

The A/E will review plans, specifications, record drawings, etc. for the existing diffused and mechanical air and blower system layout, along with existing yard piping and future facility expansion needs. These data and documents will be evaluated with a specific emphasis on determining the optimum placement of the new blower station, routing of new air piping, and locations for piping interconnections to the existing air system. The A/E will make site visits to further our understanding of both the existing facilities and potential improvements.

The A/E will prepare a Basis of Design Memorandum detailing the following project elements:

- WRF oxygen demand calculations at permitted capacity of 16 mgd adf.
- Blower sizing criteria to meet the WRF oxygen demand
- evaluation of blower technologies that will include efficiency, life cycle costs, service availability, etc., then present the CITY with advantages and disadvantages and recommend blower and motor manufacturer
- structural evaluation of the existing concrete blower pad, or new concrete pad (if necessary)
- proposed air piping design requirements and interconnect locations
- general electrical requirements for the new blower station
- consideration of future maintenance access and servicing of the equipment
- recommended control and instrumentation improvements.

The Memorandum will also include a preliminary general arrangement drawing of the proposed improvements and a preliminary cost estimate.

The A/E's preliminary engineering scope will include the following:

- Assemble and review reasonably available information and record drawings of the NEWRF.
- Provide a memorandum summarizing data collected.
- Prepare a Basis of Design Memorandum to document the key design components of this project.

Task 2.0  **FINAL DESIGN**

Once the preliminary design and planning activities are completed, the A/E will prepare detailed construction documents for the conceptualized facilities and furnish up to 6 hardcopy sets and one electronic set of documents to the CITY for review. The final documents will be suitable for establishing a construction contract for the project while being in sufficient detail to permit construction by the contractor. The A/E will include the following elements of the new blower station in the design:

- **Civil/Sitework** - The plans and specifications for the blower station will include site layout and general configuration of the blower station and air piping improvements. No boundary or detailed topographic surveys will be provided for this project. Relative structure and equipment locations will be provided by A/E.

- **Mechanical/Structural** – The new blower station will include a concrete pad, either using the existing elevated concrete pad or a new pad located above the flood elevation, a triplex blower system, associated piping, valves and appurtenances.

- **Electrical/Instrumentation** – The design power distribution, instrumentation, lighting, control and alarm systems to operate the new blower station.

The A/E's final design scope will include the following:

- Prepare and submit copies of construction drawings and specifications at designated project completion milestones (60%, 90%, and final) for review, comment, and approval by the CITY. The construction drawings will include construction notes, plan sheets at appropriate scale for legible interpretation, and standard utility details. Up to four (4) copies of design drawings will be provided in 11"x17" size at each submittal stage and two (2) copies provided in 22"x34".

- Prepare for, attend and provide meeting summaries for all design review meetings at the specified design intervals with the CITY. It is anticipated that there will be no more than three (3) design review meetings prior to project bidding.

- Assist City with the preparation of front-end bidding documents. Prepare the technical
specifications for the final design documents.

- Prepare a complete tabulation of material quantities and corresponding final estimate of probable construction cost, based upon experience with similar work in the area.

**TASK 3.0 PERMITTING SERVICES**

The A/E will prepare and submit the permit applications, including associated sketches, drawings, and related incidental information required for submittal, necessary to perform the proposed improvements as included on the final design documents. It is anticipated that the following permit applications will be required as part of this Task Order:

- FDEP Application for a Minor Revision to a Wastewater Facility or Activity Permit
- Wastewater Facility or Activity Permit Application Form 1 General Information

The A/E will provide routine follow up services in support of the permit applications by attending meetings, making field visits, responding to questions, etc. The FDEP permit processing fee of $500 will be paid for by CITY.

In addition, A/E will present the final design to the CITY's building department, if required, for City approval prior to bidding the project. CONTRACTOR will be responsible for obtaining the building permit upon award of contract.

**TASK 4.0 BID PHASE SERVICES**

Bid phase services begin immediately after submittal of final bid documents to the City and advertisement of project.

**TASK 4.1 Contract:**

It is anticipated that final bid documents will be prepared as part of Task 3 above. These Documents will be submitted to the CITY with the final design drawings.

**TASK 4.2 Bid Advertisement and Documents:**

CITY will advertise the bid for this project. Upon advertisement of the Contract and initiation of the bidding process, the A/E will provide a compact disc to the CITY which contains the Contract Documents and Construction Plans in PDF and AutoCAD format. The CITY will be responsible for sale of the bid documents to the interested bidders/parties upon request.

**TASK 4.3 Pre-Bid Meeting:**

Upon scheduling of the Pre-Bid Meeting by the CITY, the A/E will assist the CITY develop the proper meeting agenda. The A/E will be directly involved in the meeting communications and adequately describe the project specifics to the attending bidders/parties. The A/E will answer all pertinent questions and issue any necessary addendums that result from the Pre-Bid Meeting or questions presented in writing from the bidders.

**TASK 4.4 Bid, Award, Bond and Insurance Assistance:**

The A/E will respond to questions and/or clarifications by addenda only during the time period between contract advertisement and bid submission. The A/E will assist the CITY in preparing the required advertisement for bids, attend the bid opening, review bids, prepare a bid tabulation and
make recommendations regarding the award of the construction contract.

**TASK 4.5 Conformed Drawings:**

At City's request, A/E will conform contract documents to include all bid addenda to create a final set of Contract Documents for use by the CITY in awarding the contract to the successful low bidder. A/E will provide to the CITY up to six (6) sets of 22" x 34" construction documents and one electronic copy in pdf format.

**TASK 5.0 ENGINEERING SERVICES DURING CONSTRUCTION**

Engineering services during construction will begin upon Award of Contract by the CITY to lowest responsive bidder and upon notification from the CITY's project manager. It is anticipated that the CITY will manage the contract and provide all contract administration services. A/E will provide technical assistance to the CITY as requested which may include the services described below.

**TASK 5.1 Pre-Construction Meeting:**

A/E will attend a pre-construction conference and assist the CITY in the preparation for the meeting. A/E may provide pre-construction meeting agenda if requested by CITY.

**TASK 5.2 Work Recommendations:**

The A/E will communicate with the CITY and contractor throughout the construction phase and respond to any construction or design issues that are conveyed by either party. The A/E will interpret the plans and specifications for the contractor and assist with resolution of construction conflicts, clarifications, etc. If warranted, the A/E will modify the design drawings to illustrate the required changes so that the project can be successfully completed. All communications by A/E with CONTRACTOR will be documented with any changes documented in the form of Responses to Requests for Information (RFIs) as determined by the CITY.

**TASK 5.3 Shop Drawing Reviews:**

In accordance with the Contract Documents, the contractor will be required to provide equipment/material submittals to the A/E and obtain approvals prior to performing the work. The A/E will review the submittals per the contract and return them to the CITY and contractor for subsequent processing. Engineering services for shop drawing review are limited to up to two (2) reviews per submittal. If, due to incompleteness or failure to comply with contract requirements, the CONTRACTOR submits more than 2 submittals per particular shop drawing, then the CITY shall compensate A/E for additional services as agreed upon in writing prior to review of the additional submittal reviews. It is anticipated that the CITY will contractually require the CONTRACTOR to compensate the CITY for these services as defined in the Contract Documents.

**TASK 5.4 Construction Observation/Field Services:**

It is anticipated that the construction of the new blower station is to be started in October 2017 and that the construction duration will be six (6) months, with the majority of the required equipment and piping installation activities performed over a four (4) month time frame. The A/E will conduct periodic site visits as requested by the CITY to observe the work in progress, and consult with the CITY's inspector to monitor conformance with the contract documents. An average field observation time of 4 hours per week has been estimated by the A/E throughout the primary four (4) month period of the construction phase. It is anticipated that on-site observation of the work in progress will be conducted with assistance from the CITY's inspection staff at intervals necessitated by the contractor's schedule,
capabilities and effectiveness, and as required to provide final regulatory certification. The A/E will assist the CITY with operational questions associated with acceptance of the completed project.

It is anticipated that the A/E will observe the following activities in the field, at a minimum:

- air duct leakage testing
- routine materials and equipment installation
- connections to existing utilities
- applicable testing procedures.

TASK 5.5 Record Drawings:

Upon receipt of the as-built drawing markups from the contractor, we will provide signed and sealed record drawings along with the project certification documents to the CITY. A/E will certify that the record drawings are in general conformance with the design intent based on the information provided by the CONTRACTOR. The A/E will not provide any additional survey or engineering studies to verify the details of the CONTRACTOR's as-built markups. The record drawings will also be included on the CITY's master drawing file. The record drawing submittal will include two complete sets of paper drawings (22"x34"), two complete sets of paper drawings (11"x17"), one compact disc with the complete set of drawings in AutoCAD and in PDF file format.

TASK 5.6 Project Closeout:

To properly close out the project, it is anticipated that the A/E will be required to submit a Certificate of Substantial Completion. This Certificate will fix the date when the work associated with the project is considered substantially complete and ready for its intended use. It will identify final punchlist items that need to be addressed or corrected before final payment can be recommended.

III. SCHEDULE

A/E will prepare a detailed schedule to the CITY within two weeks of receiving written Notice to Proceed (NTP). The schedule will modify the deliverable dates shown below as agreed upon by both parties. The A/E will begin the activities described herein within two weeks of receiving written notice to proceed. The estimated project schedule is outlined as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Weeks to Complete After Notice to Proceed Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>8</td>
</tr>
<tr>
<td>CITY Review</td>
<td>10</td>
</tr>
<tr>
<td>60% Final Design Submittal</td>
<td>16</td>
</tr>
<tr>
<td>CITY Review</td>
<td>18</td>
</tr>
<tr>
<td>90% Final Design Submittal</td>
<td>22</td>
</tr>
<tr>
<td>CITY Review</td>
<td>24</td>
</tr>
<tr>
<td>100% Final Design Submittal</td>
<td>28</td>
</tr>
<tr>
<td>Permitting</td>
<td>32</td>
</tr>
<tr>
<td>Bidding and Construction Phase</td>
<td>64</td>
</tr>
</tbody>
</table>
IV. A/E'S RESPONSIBILITIES

A/E will provide all resources necessary to provide the services described above.

No geotechnical or surveying services are required and are not a part of this Task Order.

It is assumed that A/E will assist CITY obtain City Building Department approval of construction documents prior to advertisement for bid. CONTRACTOR will be required to obtain the actual building permit from the City Building Department, if required.

V. CITY'S RESPONSIBILITIES

For the purposes of this Task Order, it is assumed that the City will be responsible for the following:

- All reasonably available information requested by the A/E.
- Final assembly of all bid documents with assistance from the A/E.
- Payment of all permit application fees, if required.
- Coordination of A/E services during Construction Phase services.
- Contract administration and resident engineer services during construction unless otherwise noted herein.

VI. DELIVERABLES

A/E will provide the following deliverables:

- Basis of Design Memorandum
- Updated design drawings and specifications, as necessary, at project completion milestones
- Final design drawings and specifications
- A/E's Opinion of the Probable Construction Cost
- Certificate of Substantial Completion
- Recommendation of Final Payment
- Record Drawings & CD

VII. A/E'S COMPENSATION

For Tasks 1 – 5 described above, the CITY will compensate the A/E on a lump-sum basis as shown below.

<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>PRELIMINARY DESIGN</td>
<td>$ 14,668.00</td>
</tr>
<tr>
<td>2.0</td>
<td>FINAL DESIGN</td>
<td>$ 25,380.00</td>
</tr>
<tr>
<td>3.0</td>
<td>PERMITTING SERVICES</td>
<td>$ 7,000.00</td>
</tr>
<tr>
<td>4.0</td>
<td>BID SERVICES</td>
<td>$ 2,666.00</td>
</tr>
<tr>
<td>5.0</td>
<td>ENGINEERING SERVICES DURING CONSTRUCTION</td>
<td>$ 10,553.00</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal Tasks 1 through 5:</strong> $ 60,267.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Allocated Allowance</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL TASK ORDER AUTHORIZATION:</strong> $ 63,267.00</td>
<td></td>
</tr>
</tbody>
</table>
NE will be compensated with partial payments from CITY upon receipt and approval of A/E’s monthly invoices or pay requests. Partial payments will be based on percent complete as agreed upon by both parties. Final payment to A/E will be upon completion of the work as agreed upon by both parties and shall not exceed the total lump sum authorization unless otherwise authorized by CITY in writing prior to performance of any additional work. See attachment A for breakdown of hours.

This Task Order establishes an allowance in the amount of $3,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the CITY and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

VIII. PROJECT TEAM

The project’s key team members are:

- Michael P. Smith, P.E.
- Jennifer L. Grissom, P.E.
- Brent Heath, P.E.
- John Davis
- Tom Dixon
- Richard Miller
- John Russell

- Key Project Manager
- Backup Project Manager, Engineer
- Engineer (process mechanical)
- Senior Engineer (instrumentation)
- Senior Engineer (structural)
- Electrical Design
- Drafter

- Grissom Smith
- Grissom Smith
- Stroud
- Davis Consulting
- Dixon Engineering
- Griner
- Grissom Smith

IX. MISCELLANEOUS

If required by the A/E and authorized by the CITY, additional services related to this Task Order shall be provided by the A/E for additional professional fees negotiated with and agreed to by the CITY.
IN WITNESS, WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

**ATTEST:**

By: ____________________________
    Chandrahasa Srinivasa
    City Clerk

(SEAL)

**CITY OF ST. PETERSBURG, FLORIDA**

By: ____________________________
    Brejesh Prayman, P.E., ENV SP, Director
    Engineering & Capital Improvements

Date: ____________________________

APPROVE AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER. NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: ____________________________
    City Attorney (Designee)

**ARCHITECT/ENGINEER**

Grissom Smith, LLC

By: ____________________________
    Jennifer L. Grissom, P.E.,
    Managing Partner

Date: ____________________________

**WITNESSES**

By: ____________________________
    (Signature)

Name: ____________________________
    (Printed Name)

By: ____________________________
    (Signature)

Name: ____________________________
    (Printed Name)
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers
FROM: Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements Department
RE: Consultant Selection Information
Firm: Grissom Smith, LLC
Task Order No. 16-01-GS/W in the amount of $60,267

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

Michael Smith, one of the founding partners of Grissom Smith, LLC, was previously with CDM Smith. While at CDM Smith, he had satisfactorily completed numerous Projects for the City of varying scopes and complexity over multiple A/E Annual Master Agreement.

This scope of work includes design, bidding and construction phase services for the replacement of the existing blowers at the NEWRF.

This Project provides an allround scope of engineering disciplines, however is relatively small in cost to allow the City a better understanding of the capabilities of Grissom Smith, LLC.

This is the first A/E Annual Master Agreement this firm is performing under for the City. This is the first Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
### TASK ORDER LOG

A/E Agreement - December 13, 2016
Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects

**CONSULTANT:** Grissiom Smith, LLC

<table>
<thead>
<tr>
<th>TO#</th>
<th>GS/W Project #</th>
<th>Project Title</th>
<th>Project Manager</th>
<th>NTP</th>
<th>Authorized Amount</th>
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<tbody>
<tr>
<td>16</td>
<td>GS/W</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: 0.00
REQUEST FOR QUALIFICATIONS
POTABLE, WASTEWATER AND RECLAIMED WATER PROJECTS

I. LEGAL ADVERTISEMENT

The City of St. Petersburg, Florida ("City") is requesting a Statement of Qualifications from qualified firms or individuals interested in performing miscellaneous professional engineering services on a continuing basis for the City's Potable, Wastewater and Reclaimed Water Projects.

A written Statement of Qualifications will be accepted by the City of St. Petersburg at the Engineering and Capital Improvements Department, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701, until 4:00 PM on August 12, 2016.

Detailed information and data to be submitted with a Statement of Qualifications are available by e-mail from Colleen Mazzo, Capital Improvements Assistant, Engineering and Capital Improvements Department, at colleen.mazzo@stpete.org or by calling 727-893-7295.

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Qualifications including, but not limited to, the deadlines for submission, the submission requirements, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Qualifications at any time. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful proposer(s).

CITY OF ST. PETERSBURG, FLORIDA
THOMAS B. GIBSON, P.E.
ENGINEERING & CAPITAL IMPROVEMENTS DIRECTOR

APPROVED: ________________________ Date: 7-15-16
Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
II. INSTRUCTIONS

A. REQUEST FOR QUALIFICATIONS (RFQ) SUMMARY

1. RFQ Scope: The City of St. Petersburg, Florida ("City") is requesting Statements of Qualifications (SOQs) and intends to select qualified firm(s) or individuals interested in performing the professional services described in this RFQ. A detailed description of the Scope of Services is contained in Appendix A.

2. RFQ Schedule: The proposed schedule for the selection of a firm or individual for this project is set forth below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 15, 2016</td>
<td>RFQ Distribution/Legal Advertisement</td>
</tr>
<tr>
<td>August 12, 2016</td>
<td>Written SOQs eight (8) hard copies and one digital copy in PDF format on a CD or USB flash drive due by 4:00 PM at the office of the Engineering &amp; Capital Improvements Director, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701</td>
</tr>
<tr>
<td>September 2, 2016</td>
<td>Selection Committee Shortlisting Meeting. All of those who submitted a SOQ will be contacted to inform them of outcome of meeting and shortlisting.</td>
</tr>
<tr>
<td>September 15-16, 2016</td>
<td>Interviews with those shortlisted and final ranking.</td>
</tr>
<tr>
<td>September/October</td>
<td>Contract Negotiation</td>
</tr>
<tr>
<td>November</td>
<td>City Council Approval and Award</td>
</tr>
</tbody>
</table>

B. GENERAL INSTRUCTIONS

1. News Releases: Public disclosure regarding this RFQ, the SOQ and subsequent awards, will be coordinated by the City of St. Petersburg.

2. Inquiries: Questions regarding the RFQ may arise as proposing firms or individuals are preparing their documents. Please direct questions to:

   Mr. Phillip Keyes, P.E., Design Manager  
   City of St. Petersburg  
   Engineering & Capital Improvements Department  
   One 4th Street North, 7th Floor  
   St. Petersburg, Florida 33701  
   Telephone: (727) 893-4165

3. Signature Requirements: The SOQs must be signed by a duly authorized official(s) of the proposing firm or by the proposing individual. Consortiums, joint ventures, or teams submitting SOQ, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate.
# Written Statement of Qualifications Received for Potable Water, Wastewater and Reclaimed Water Projects

**August 12, 2016**

<table>
<thead>
<tr>
<th>Firm</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Engineering &amp; Design, Inc.</td>
<td>Pinellas Park, FL</td>
</tr>
<tr>
<td>AECOM Technical Services, Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Arcadis U.S., Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Atkins North America, Inc.</td>
<td>Sarasota, FL</td>
</tr>
<tr>
<td>Black &amp; Veatch Corporation</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Brown and Caldwell</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Cardno, Inc.</td>
<td>Clearwater, FL</td>
</tr>
<tr>
<td>Carollo Engineers, Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>CDM Smith</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>CH2M HILL Engineers, Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Florida Geotechnical Engineering, Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>George F. Young, Inc.</td>
<td>St. Petersburg, FL</td>
</tr>
<tr>
<td>Greeley and Hansen LLC</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Grissom Smith, LLC</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Hazen and Sawyer</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>HDR Engineering, Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Infrastructure Solution Services</td>
<td>Melbourne, FL</td>
</tr>
<tr>
<td>Jones Edmunds &amp; Associates, Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Kimley-Horn and Associates, Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>King Engineering Associates, Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Land &amp; Water Engineering Science, Inc.</td>
<td>St. Petersburg, FL</td>
</tr>
<tr>
<td>McKim &amp; Creed, Inc.</td>
<td>Clearwater, FL</td>
</tr>
<tr>
<td>Metzger &amp; Willard, Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Reiss Engineering, Inc.</td>
<td>Tampa, FL</td>
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<tr>
<td>Tetra Tech, Inc.</td>
<td>Tampa, FL</td>
</tr>
<tr>
<td>Wright-Pierce</td>
<td>Tampa, FL</td>
</tr>
</tbody>
</table>

Prepared by: C. Mazzo
September 9, 2016

The Consultant Selection Committee has met and short listed the firms scheduled below for the Potable Water, Wastewater and Reclaimed Water Projects. The Consultant Selection Committee was impressed with the overall quality of the submittals.

If your firm was not short listed, we appreciate the time and effort that you put forth. Please consider participating again in future City consultant selection processes.

If your firm was short listed, please confirm with Colleen Mazzo (727-893-7295 or colleen.mazzo@stpete.org) that you will be able to meet with the Committee.

Presentations will be on Thursday and/or Friday, September 15-16, 2016 in Room 600 of the Municipal Services Center, One Fourth Street North, St. Petersburg. The Committee requests that the presenters include the proposed Project Manager and two (2) team members. Additional team members may present, however they are not required. PowerPoint presentations are not required or desired. Please briefly discuss your means and methods used to maintain schedules and manage project tasks. The format will be an informal tabletop discussion of the proposed projects with the Selection Committee. Consultants will have ten (10) minutes for presentation followed by fifteen (15) minutes of questions by the Selection Committee. There will be five (5) minutes between presentations.

Consultant Interviews (Format – 10 minutes present/15 Q&A/5 set up)

Thursday, September 15, 2016

<table>
<thead>
<tr>
<th>Time</th>
<th>Company</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:30am</td>
<td>Black &amp; Veatch</td>
<td>8:55am</td>
</tr>
<tr>
<td>9:00am</td>
<td>Advanced Engineering &amp; Design</td>
<td>9:25am</td>
</tr>
<tr>
<td>9:30am</td>
<td>AECOM Technical Services</td>
<td>9:55am</td>
</tr>
<tr>
<td>10:00am</td>
<td>Arcadis U.S.</td>
<td>10:25am</td>
</tr>
<tr>
<td>10:30am</td>
<td>Brown and Caldwell</td>
<td>10:55am</td>
</tr>
<tr>
<td>11:00pm</td>
<td>Carollo Engineers</td>
<td>11:25pm</td>
</tr>
<tr>
<td>11:30pm</td>
<td>CDM Smith</td>
<td>11:55pm</td>
</tr>
<tr>
<td>12:00pm</td>
<td>COMMITTEE LUNCH BREAK</td>
<td></td>
</tr>
<tr>
<td>12:30pm</td>
<td>CH3M HILL Engineers</td>
<td>12:55pm</td>
</tr>
<tr>
<td>1:00pm</td>
<td>George F. Young</td>
<td>1:25pm</td>
</tr>
<tr>
<td>1:30pm</td>
<td>Greeley and Hansen LLC</td>
<td>1:55pm</td>
</tr>
<tr>
<td>2:00pm</td>
<td>Grissom Smith, LLC</td>
<td>2:25pm</td>
</tr>
<tr>
<td>2:30pm</td>
<td>Hazen and Sawyer</td>
<td>2:55pm</td>
</tr>
</tbody>
</table>
3:00pm 3:25pm HDR Engineering
3:30pm 3:55pm Infrastructure Solution Services

Friday, September 16, 2016
8:30am 8:55am Kimley-Horn
9:00am 9:25am King Engineering
9:30am 9:55am Land & Water Engineering
10:00am 10:25am McKim & Creed
10:30am 10:55am Reiss Engineering
11:00am 11:25am Tetra Tech
11:30pm 12:30pm COMMITTEE LUNCH BREAK
12:30pm 3:00pm Deliberations/Final Ranking

Once again, thank you for participating in the City’s consultant selection process.

Thomas B. Gibson
Engineering & Capital Improvements Director
September 16, 2016

The Consultant Selection Committee has completed their evaluation and selected the following firms for the Potable Water, Wastewater and Reclaimed Water Projects:

- Advanced Engineering & Design
- AECOM Technical Services
- Arcadia U.S.
- Black & Veatch
- Brown and Caldwell
- Carollo Engineers
- CH2M HILL Engineers
- George F. Young
- Greeley and Hansen LLC
- Grissom Smith, LLC
- Hazen and Sawyer
- HDR Engineering
- Land & Water Engineering
- McKim & Creed
- Reiss Engineering

The presentations were all very interesting and informative and we appreciate the time and effort that you put into your presentation. If your firm was not selected, please consider participating again in future City consultant selection processes.

Once again, thank you for participating in the City’s consultant selection process.

Thomas B. Gibson

Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
City of St. Petersburg, FL
**Consultant Selection Final Presentations**  
*Potable Water, Wastewater & Reclaimed Water Projects*

<table>
<thead>
<tr>
<th>Final Ranking</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Advanced Engineering &amp; Design</td>
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<tr>
<td>AECOM</td>
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<td>Arcadis U.S.</td>
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<tr>
<td>Black &amp; Veatch</td>
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<tr>
<td>Brown and Caldwell</td>
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<td>Tetra Tech</td>
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*Committee Member:*  
Thomas B. Gibson, P.E.

*Date:* 9-19-2016
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Task Order No. 16-01-RE/W to the architect/engineering agreement ("A/E") dated January 4, 2017 between the City of St. Petersburg, Florida and Reiss Engineering, Inc. in an amount not to exceed $40,750 for professional engineering services for the hydraulic modeling and flow analysis for the Flow Control Structure #2 Overflow Control Evaluation project (for total project services not to exceed $75,530). (Engineering Project No. 16085-111; Oracle No. 15285); and providing an effective date.

EXPLANATION: On June 16, 2016, a Letter Agreement was administratively approved for Reiss Engineering, Inc. to provide engineering services related to hydraulic modeling and flow analysis of Flow Control Structure #2 and its associated wastewater collection system service area for significant storm events similar to the August 2015 and June 2016 events. These services were satisfactorily completed at a cost of $34,780.

The City has interconnected large diameter wastewater collection gravity interceptors that can transfer flow between wastewater reclamation facility (WRF) service areas. The interconnections are regulated by flow control structures (FCSs) that are operated during high flow conditions to mitigate the potential for Sanitary Sewer Overflows (SSOs). The FCS #2 interconnection located at 42nd Avenue N and 3rd Street can divert excess flow from the Northeast WRF (NEWRF) collection system service area to the Southwest WRF (SWWRF) collection system service area during high flow conditions. Due to ongoing work at the SWWRF, FCS #2 has been taken out of service (closed) to prevent flow diversion to the Southwest WRF via Lift Station 85. With the closure of FCS #2, flow will continue to the NEWRF and increases the probability of SSOs in the collection system service area upstream of FCS #2 during substantial wet weather events, as well as the portion of the collection system downstream of FCS #2 to which the additional flow is conveyed. Hydraulic modeling analysis was performed by Reiss Engineering, Inc. using the City's gravity flow hydraulic model. The analysis determined the potential impacts of eliminating the use of FCS #2, and identified and evaluated selected improvements to mitigate SSOs upstream and downstream of FCS #2 in the NEWRF collection system service area.

On November 3, 2016, City Council approved an architect/engineering agreement with the professional consulting engineering firm of Reiss Engineering, Inc. ("A/E") for engineering services related to Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects.

Task Order No. 16-01-RE/W, in the amount of $40,750, pertains to hydraulic modeling and flow analysis of FCS #2 and its associated wastewater collection system service area for a more severe storm event similar to the August 2016 Hurricane Hermine event, and includes evaluation of additional improvements to mitigate SSOs in the NEWRF collection system service area upstream.
and downstream of FCS #2. The NEWRF has additional capacity and the modeling would focus on the collection system.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 16-01-RE/W to the architect/engineering agreement ("A/E") dated January 4, 2017 between the City of St. Petersburg, Florida and Reiss Engineering, Inc. in an amount not to exceed $40,750 for professional engineering services for the hydraulic modeling and flow analysis for the Flow Control Structure #2 Overflow Control Evaluation project (for total project services not to exceed $75,530). (Engineering Project No. 16085-111; Oracle No. 15285)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN I&I Removal FY16 Project (15285).

ATTACHMENTS: Resolution

Task Order No. 16-01-RE/W

APPROVALS: Administrative

Budget
RESOLUTION NO. 2017-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-01-RE/W TO THE ARCHITECT/ENGINEERING AGREEMENT ("A/E") DATED JANUARY 4, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND REISS ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED $40,750 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE HYDRAULIC MODELING AND FLOW ANALYSIS FOR THE FLOW CONTROL STRUCTURE #2 OVERFLOW CONTROL EVALUATION PROJECT (FOR TOTAL PROJECT SERVICES NOT TO EXCEED $75,530). (ENGINEERING PROJECT NO. 16085-111; ORACLE NO. 15285); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Reiss Engineering, Inc. ("Reiss") executed a letter agreement dated June 16, 2016, for Reiss to provide professional consulting engineering services related to hydraulic modeling and flow analysis of Flow Control Structure #2 and its associated wastewater collection system service area for significant storm events similar to the August 2015 and June 2016 events for an amount not to exceed $34,780; and

WHEREAS, the City and Reiss entered into an architect/engineering agreement ("A/E") dated January 4, 2017, for Reiss to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, Task Order No. 16-01-RE/W requires Reiss to provide additional hydraulic modeling and flow analysis of Flow Control Structure (FCS) #2 and its associated wastewater collection system service area for a more severe storm event similar to the August 2016 Hurricane Hermine event and includes evaluation of additional improvements to mitigate sanitary sewer overflows (SSO) in the Northeast Water Reclamation Facility collection system service area upstream and downstream of FCS #2 in an amount not to exceed $40,750 (for total project services not to exceed $75,530).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorizing the Mayor or his designee to execute Task Order No. 16-01-RE/W to the architect/engineering agreement ("A/E") dated January 4, 2017 between the City of St. Petersburg, Florida and Reiss Engineering, Inc. in an amount not to exceed $40,750 for professional engineering services for the hydraulic modeling and flow analysis for the Flow Control Structure #2 Overflow Control Evaluation Project (for total project services not to exceed $75,530).

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)

Approved by:

[Signature]
Brijesh Prayman, P.E., ENV SP
Engineering & Capital Improvements Director
FLOW CONTROL STRUCTURE #2
OVERFLOW CONTROL EVALUATION
Project No. 16085-111

City of St. Petersburg GIS

APPROVED BY:
DATE: 6-19-2015

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY of ST PETERSBURG
This Task Order No. 16-01-RE/W is made and entered into this _____ day of ________________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated January 4, 2017 ("Agreement") between Reiss Engineering, Inc. ("R/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City of St. Petersburg (CITY) provides water, wastewater, and reclaimed water service to meet the needs of its 318,000 customers. The CITY owns and operates three water reclamation facilities (WRFs) that treat collected wastewater to public access reuse standards for irrigation. The City’s wastewater collection system is a mix of smaller, neighborhood branch gravity pipes, larger gravity trunk and interceptor pipes, pump stations and pressurized force mains. Within its wastewater collection system, the CITY has several interconnected large gravity interceptors that can transfer flow between WRFs. The interconnections are controlled by flow control structures (FCSs) that are operated during high flow conditions to mitigate the potential for sanitary sewer overflows (SSOs).

Recent severe wet weather events in 2015 and 2016 have caused SSOS in the basin upstream of FCS #2 (Upstream Basin) as well as the portion of the collection system downstream of FCS#2 to which the additional flow is conveyed (Downstream Basin). FCS #2 splits flow from a 27-inch gravity main that discharges to a manhole located at 1st Street N and 42nd Avenue N, referred to as the "Northeast Manhole". FCS #2 is located at 42nd Ave N and 3rd St, two blocks West and upstream of the Northeast Manhole. The Northeast Manhole also receives significant flow from LS #12.

During typical flow conditions, all downstream flow from the Northeast Manhole is conveyed to the Northeast WRF. During high flow events FCS #2 would release excess flow to the south that would flow to the Albert Whitted Basin for repumping to the Southwest WRF. Due to the current Southwest WRF capacity issues, a more recent policy has been put into effect by the City to eliminate the flow contributed to the Southwest WRF by FCS #2 and to instead have all flow from this location conveyed to the Northeast WRF. (I.e. eliminate the operation of FCS #2). As such, the pinch valve at FCS #2 has been closed to prevent excessive flow running back to the south basins, resulting in additional flow to the Northeast WRF.

The City's Hydraulic Model was recently updated in the December 2016, Flow Control Structure #2 Overflow Control Evaluation Memorandum by Reiss Engineering with new scenarios to simulate wet weather flow conditions with FCS #2 online or offline and LS #12.
as-is or diverted to mitigate SSOs. The evaluation memorandum recommended the following:

1) Install a 16-inch diversion force main from LS #12 to the 48-inch gravity main on 62nd Avenue N to address SSOs for the 2015-level high rainfall event and,
2) Identify additional improvements to address SSOs for the more extreme June 2016-level rainfall event.

The City previously engaged Reiss Engineering, Inc. for limited engineering services for this project under a Letter Agreement dated June 16, 2016, in the lump sum amount of $34,780. The City is now requesting that Reiss Engineering perform hydraulic modeling and identify additional improvements for a storm event more extreme that the June 2016, namely the August 2016 Hermine event. The purpose of this Task Order is to perform the requested hydraulic modeling to identify SSO issues in the basins upstream and downstream of FCS#2 that would be associated with a Hermine-level storm event, and to identify and estimate costs for further infrastructure improvements to address those SSOs.

II. SCOPE OF SERVICES

A/E will provide engineering services as identified in the following tasks for additional hydraulic modeling to aid in reducing SSOs in the basins upstream and downstream of FCS#2 during a Hermine-level event. The results of this task will assist in finalizing the diameter of the proposed force main from LS #12 to connect to the 48-inch gravity main on 62nd Avenue N. to be designed under a separate project.

Task 1 Project Administration and Management

A/E will conduct a project kickoff meeting, to facilitate team communication, and to discuss project budget and schedule compliance. A/E will prepare an agenda for each meeting and prepare a meeting summary of key points to distribute to the CITY.

A/E will perform general project coordination and management activities, including administrative activities for this authorization, as well as coordination with the CITY staff.

A/E will prepare and submit monthly Progress Reports and monthly invoices to the CITY for this assignment, to advise and highlight the overall progress of the project, support monthly invoicing, document completed field tasks, identify upcoming planned activities, and other project components specific to the CITY staff needs.

Task 1 Deliverables:

- Kickoff Meeting Agenda and Summary
- Monthly progress reports

Task 2 Hydraulic Model Update for Hurricane Hermine

The CITY's existing Infoworks ICM gravity flow hydraulic model was recently updated by A/E for the August 2015 and June 2016 wet weather events. The CITY selected these events to evaluate extreme wet weather hydraulic conditions. The CITY now plans to...
simulate the recent August 2016 Hermine hurricane wet weather event as the condition was more intense than the two prior events.

Aggregate rainfall data from existing rainfall gauges and flow meter data will be used to calculate rainfall-derived infiltration and inflow (RDII) hydrographs (Q vs. I regressions). The CITY will provide the most up-to-date Infoworks ICM gravity flow hydraulic model that A/E will update to simulate the hydraulic response from Hurricane Hermine in the basins upstream and downstream of FCS#2. The hydrographs will be added to the existing hydraulic model in the form of diurnal patterns to simulate this wet weather/I&I event.

**Task 3 Basins Upstream and Downstream of FCS#2 Evaluation**

A/E will use the CITY’s updated hydraulic model to simulate the response of the basins upstream and downstream of FCS#2 for up to seven (7) different scenarios. The responses will be assessed using the new storm event as well as with and without curtailed pumping into Northeast WRF.

The goal of this evaluation is to determine additional improvements to control SSOs in the basins upstream and downstream of FCS#2 associated with a Hermine-level event. Specifically, the surcharging of the basin upstream of the gravity main will be evaluated, as well as the capability of the piping network downstream of the manhole to convey the flow associated with the design storms, in each of the scenarios.

The scenarios will include:

1. **New LS at FCS#2 to LS#12** – Simulate constructing a lift station at the NE corner of 1st Street N and 42nd Avenue N to pump the excess flow to LS #12 using the old 12-inch force main that is planned to be abandoned. The existing pumps at LS #12 will be added to the model and if the extra flow cannot be handled, new design points will be identified. Confirm the proposed force main diameter from LS #12 to connect to the 48-inch gravity main on 62nd Avenue N based on the additional flows.

2. **New LS at FCS#2 to Proposed FM** – Simulate construction of the lift station at the NE corner of 1st Street N and 42nd Avenue N. to connect directly to the new 16-in force main on Walnut St. Confirm the proposed force main diameter from LS #12 to connect to the 48-inch gravity main on 62nd Avenue N. based on the additional flows.

3. **New LS South of FCS#2 to LS#12** – Simulate constructing a lift station at the SE corner of 1st Street N and 37th Avenue NE to pump gravity main flow into LS #12. This would require opening FCS #2 to allow flow to travel south of 42nd Avenue N. Confirm the proposed force main diameter from LS #12 to connect to the 48-inch gravity main on 62nd Avenue N. based on the additional flows.

4. **Expand 24" Gravity Main** – Simulate expanding the 24-in gravity main on 1st Street N to the connection of the 48-Inch gravity main on 62nd Avenue.
5. **New Gravity Main Connection** – Simulate constructing a new gravity main to connect to the area of 7th Street N. and 49th Avenue N. and relieve the bottleneck being created at 1st Street N. and 42nd Avenue N.

6. **FCS#2 On for NE Event** – Simulate opening FCS #2 if the rainfall event is localized to the basins upstream and downstream of FCS#2 or additional capacity is available in the Albert Whitted Basin. A hydraulic analysis of the 30-inch gravity main running south from FCS #2 will be simulated to demonstrate theoretical SSOs.

7. **Additional Scenario** – One (1) additional scenario, limited to a single pipe and pump station revision, may be evaluated based on CITY request or as identified by improvements based on the above modeling.

The scenarios above will be simulated using the hydraulic model based on the wet weather event selected (i.e. Hermine). The output from the hydraulic model will be summarized and used to provide improvement recommendations included in a technical memorandum developed under Task -5. A/E will meet with the CITY to discuss the model output.

**Task 4 Cost Evaluation**

A/E will use the results of the prior task to determine an opinion of probable construction cost for each scenario. The probable construction cost will be used to compare each scenario versus the level of SSO protection provided.

**Task 5 Results, Technical Memorandum, and Presentation**

A/E will prepare a draft technical memorandum incorporating the previous findings, and documenting and summarizing the hydraulic model output, opinion of probable construction cost, and recommendations for system improvements. The memorandum will be submitted to the CITY for review and comment. A/E will prepare a presentation including relevant maps, graphs, and tables to discuss results of the hydraulic modeling. A/E will prepare for and attend one meeting to deliver the presentation and present the findings and recommendations as outlined in the draft technical memorandum. A/E will incorporate the CITY’s comments to the draft technical memorandum and deliver a final technical memorandum to the CITY.

**Task 5 Deliverables:**

- Draft Report – five (5) hardcopies and one (1) electronic PDF
- Two (2) Review Meeting Summaries – one (1) electronic PDF
- Final Report – fifteen (15) hardcopies and one (1) electronic PDF
III. SCHEDULE

The anticipated schedule is shown below. In determining completion dates, it was assumed that CITY review and response time is two weeks (10 business days) from submittal.

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<th>Task</th>
<th>Description</th>
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<td>Project Administration and Management</td>
<td>Project Duration</td>
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<td>2</td>
<td>Hydraulic Model Update for Hurricane Hermine</td>
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<td>3</td>
<td>Basins Upstream &amp; Downstream of FCS#2 Evaluation</td>
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<td>Cost Evaluation</td>
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<td>5</td>
<td>Results, Technical Memorandum, and Presentation</td>
<td>75 days from Receipt of Data</td>
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IV. A/E'S RESPONSIBILITIES

Any work requested by the CITY that is not included in one of the items listed in this scope of services will be classified as supplemental services.

V. CITY'S RESPONSIBILITIES

It is anticipated that the CITY will assume the following responsibilities with regard to this project:

1. CITY will provide existing historical flow data from LS 12 for the last five years.
2. CITY will provide existing rainfall gauge and flow meter data in the NEWRF basin.
3. CITY will provide A/E with a consolidated list of review comments within two weeks (10 business days) of each deliverable submittal.
4. CITY will obtain and provide requested data.
5. CITY will provide all relevant Record Drawings and As-Built Drawings.

VI. DELIVERABLES

A/E will provide the following Deliverables:

1. Kickoff Meeting Agenda and Summary
2. Monthly progress reports
3. Draft Report – five (5) hardcopies and one (1) electronic PDF
4. Two (2) Review Meeting Summaries – one (1) electronic PDF
5. Final Report – fifteen (15) hardcopies and one (1) electronic PDF

VII. A/E'S COMPENSATION

For the above-described SCOPE OF SERVICES, the CITY will compensate A/E on a lump sum basis in accordance with the Agreement for Professional Services and Notice to Proceed and Work Task Breakdown, attached to this Agreement and made part of this Agreement. Attachment 1 indicates the total cost for the requested services Task 1 through 5 is to be a lump sum amount of $40,750.00. This price includes anticipated labor and expenses that may be required for the completion of the work under this Task Order. REI will provide monthly invoices based on the percent complete of each task.

The total project cost including services rendered under the previous Letter Agreement is $75,530.
VIII. PROJECT TEAM
Reiss Engineering, Inc.

IX. MISCELLANEOUS
In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: Chandrhaha Srinivasa
   City Clerk
   (SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: Brejesh Prayman, P.E., ENV SP, Director
   Engineering & Capital Improvements

DATE: ____________________________

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: City Attorney (Designee)

Reiss Engineering, Inc.
(Company Name)

By: Mark A. Burgess, P.E., BCEE, Vice President
   (Printed Name and Title)

Date: 2/27/2017

WITNESSES:

By: Weston T. Haagen
   (Printed Name)

By: Lisa M. Ames
   (Printed Name)
## Task Description

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MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers
FROM: Brejesh Prayrnan, P.E., ENV SP, Director
Engineering & Capital Improvements Department
RE: Consultant Selection Information
Firm: Reiss Engineering, Inc.
Task Order No. 16-01-RE/W in the amount of $40,750

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

Reiss Engineering, Inc. has satisfactorily completed the preliminary modeling and analysis of Flow Control Structure No. 2 and its contributing wastewater collection system.

This scope of work is a progression from the preliminary modeling phase to determine and evaluate options for improvement to the FC#2 collection basin to mitigate SSOs by modeling a severe design storm event.

The firm has completed the preliminary work and is familiar with the basin characteristics as well as the overall project objective.

This firm has extensive experience in hydraulic and has satisfactorily performed previous work similar in nature.

This is the first A/E Annual Master Agreement this firm is performing under for the City. This is the first Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
**TASK ORDER LOG**

A/E Agreement - January 4, 2017

Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects

**CONSULTANT:** Reiss Engineering, Inc.

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Total: 0.00
REQUEST FOR QUALIFICATIONS
POTABLE, WASTEWATER AND RECLAIMED WATER PROJECTS

I. LEGAL ADVERTISEMENT

The City of St. Petersburg, Florida ("City") is requesting a Statement of Qualifications from qualified firms or individuals interested in performing miscellaneous professional engineering services on a continuing basis for the City's Potable, Wastewater and Reclaimed Water Projects.

A written Statement of Qualifications will be accepted by the City of St. Petersburg at the Engineering and Capital Improvements Department, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701, until 4:00 PM on August 12, 2016.

Detailed information and data to be submitted with a Statement of Qualifications are available by e-mail from Colleen Mazzo, Capital Improvements Assistant, Engineering and Capital Improvements Department, at colleen.mazzo@stpete.org or by calling 727-893-7295.

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Qualifications including, but not limited to, the deadlines for submission, the submission requirements, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Qualifications at any time. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful proposer(s).

CITY OF ST. PETERSBURG, FLORIDA
THOMAS B. GIBSON, P.E.
ENGINEERING & CAPITAL IMPROVEMENTS DIRECTOR

APPROVED: ___________________________ Date: 7-15-16
Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
II. INSTRUCTIONS

A. REQUEST FOR QUALIFICATIONS (RFQ) SUMMARY

1. RFQ Scope: The City of St. Petersburg, Florida ("City") is requesting Statements of Qualifications (SOQs) and intends to select qualified firm(s) or individuals interested in performing the professional services described in this RFQ. A detailed description of the Scope of Services is contained in Appendix A.

2. RFQ Schedule: The proposed schedule for the selection of a firm or individual for this project is set forth below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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<tbody>
<tr>
<td>July 15, 2016</td>
<td>RFQ Distribution/Legal Advertisement</td>
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<tr>
<td>August 12, 2016</td>
<td>Written SOQs eight (8) hard copies and one digital copy in PDF format on a CD or USB flash drive due by <strong>4:00 PM</strong> at the office of the Engineering &amp; Capital Improvements Director, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701</td>
</tr>
<tr>
<td>September 2, 2016</td>
<td>Selection Committee Shortlisting Meeting. All of those who submitted a SOQ will be contacted to inform them of outcome of meeting and shortlisting.</td>
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<tr>
<td>September 15-16, 2016</td>
<td>Interviews with those shortlisted and final ranking.</td>
</tr>
<tr>
<td>September/October</td>
<td>Contract Negotiation</td>
</tr>
<tr>
<td>November</td>
<td>City Council Approval and Award</td>
</tr>
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B. GENERAL INSTRUCTIONS

1. News Releases: Public disclosure regarding this RFQ, the SOQ and subsequent awards, will be coordinated by the City of St. Petersburg.

2. Inquiries: Questions regarding the RFQ may arise as proposing firms or individuals are preparing their documents. Please direct questions to:

   Mr. Phillip Keyes, P.E., Design Manager  
   City of St. Petersburg  
   Engineering & Capital Improvements Department  
   One 4th Street North, 7th Floor  
   St. Petersburg, Florida 33701  
   Telephone: (727) 893-4165

3. Signature Requirements: The SOQs must be signed by a duly authorized official(s) of the proposing firm or by the proposing individual. Consortiums, joint ventures, or teams submitting SOQ, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate.
### Written Statement of Qualifications Received for
**Potable Water, Wastewater and Reclaimed Water Projects**

*August 12, 2016*

<table>
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<td>26</td>
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Prepared by: C. Mazzo
September 9, 2016

The Consultant Selection Committee has met and short listed the firms scheduled below for the Potable Water, Wastewater and Reclaimed Water Projects. The Consultant Selection Committee was impressed with the overall quality of the submittals.

If your firm was not short listed, we appreciate the time and effort that you put forth. Please consider participating again in future City consultant selection processes.

If your firm was short listed, please confirm with Colleen Mazzo (727-893-7295 or colleen.mazzo@stpete.org) that you will be able to meet with the Committee.

Presentations will be on Thursday and/or Friday, September 15-16, 2016 in Room 600 of the Municipal Services Center, One Fourth Street North, St. Petersburg. The Committee requests that the presenters include the proposed Project Manager and two (2) team members. Additional team members may present, however they are not required. PowerPoint presentations are not required or desired. Please briefly discuss your means and methods used to maintain schedules and manage project tasks. The format will be an informal tabletop discussion of the proposed projects with the Selection Committee. Consultants will have ten (10) minutes for presentation followed by fifteen (15) minutes of questions by the Selection Committee. There will be five (5) minutes between presentations.

Consultant Interviews (Format – 10 minutes present/15 Q&A/5 set up)

Thursday, September 15, 2016

8:30am  8:55am  Black & Veatch
9:00am  9:25am  Advanced Engineering & Design
9:30am  9:55am  AECOM Technical Services
10:00am 10:25am  Arcadis U.S.
10:30am 10:55am  Brown and Caldwell
11:00pm 11:25pm  Carollo Engineers
11:30pm 11:55pm  CDM Smith
12:00pm 12:30pm  COMMITTEE LUNCH BREAK
12:30pm 12:55pm  CH3M HILL Engineers
1:00pm  1:25pm  George F. Young
1:30pm  1:55pm  Greeley and Hansen LLC
2:00pm  2:25pm  Grissom Smith, LLC
2:30pm  2:55pm  Hazen and Sawyer
3:00pm  3:25pm  HDR Engineering
3:30pm  3:55pm  Infrastructure Solution Services

Friday, September 16, 2016

8:30am  8:55am  Kimley-Horn
9:00am  9:25am  King Engineering
9:30am  9:55am  Land & Water Engineering
10:00am 10:25am  McKim & Creed
10:30am 10:55am  Reiss Engineering
11:00am 11:25am  Tetra Tech
11:30pm 12:30pm  COMMITTEE LUNCH BREAK
12:30pm  3:00pm  Deliberations/Final Ranking

Once again, thank you for participating in the City’s consultant selection process.
Thomas B. Gibson
Engineering & Capital Improvements Director
September 16, 2016

The Consultant Selection Committee has completed their evaluation and selected the following firms for the Potable Water, Wastewater and Reclaimed Water Projects:

- Advanced Engineering & Design
- AECOM Technical Services
- Arcadia U.S.
- Black & Veatch
- Brown and Caldwell
- Carollo Engineers
- CH2M HILL Engineers
- George F. Young
- Greeley and Hansen LLC
- Grissom Smith, LLC
- Hazen and Sawyer
- HDR Engineering
- Land & Water Engineering
- McKim & Creed
- Reiss Engineering

The presentations were all very interesting and informative and we appreciate the time and effort that you put into your presentation. Please consider participating again in future City consultant selection processes.

Once again, thank you for participating in the City's consultant selection process.

Thomas B. Gibson

Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
City of St. Petersburg, FL
<table>
<thead>
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<td>Potable Water, Wastewater &amp; Reclaimed Water Projects</td>
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Committee Member: [Signature]

Date: 9-19-2016

Thomas B. Gibson, P.E.
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Task Order No. 16-04-LWES/STB to the Architect/Engineering Agreement ("A/E") dated July 19, 2016 between the City of St. Petersburg, Florida ("City") and Land & Water Engineering Science, Inc. ("LWES") in an amount not to exceed $94,445 for the Southwest Water Reclamation Facility Stormwater and Site Improvements Project (Engineering Project No. 17071-111; Oracle No. 15999); and providing an effective date.

EXPLANATION: The Southwest Water Reclamation Facility ("SWWRF") is currently undergoing a major site renovation to increase wastewater capacity. Separate to the on-going project at SWWRF, improvements to the on-site stormwater runoff are needed to store, treat, and convey stormwater runoff. During high rain events, the watershed basin sheet flows to the southwest region of the property despite on-site retention and piping. This project will design a conveyance schema that routes runoff away from the southwestern basins and directly to the southeast, significantly reducing or eliminating any runoff towards the southwest. To the southeast of the site there is a borrow-pit lake that receives minimal flows and has two control structures that discharge to Frenchman's Creek; the same body of water stormwater currently discharges to.

On July 14, 2016, the City Council approved an architect/engineering Agreement with the professional consulting firm of Land & Water Engineering Science, Inc. for engineering services related to Stormwater Management, Transportation and Bridge Improvement Projects.

Task Order No. 16-04-LWES in the amount of $94,445, includes developing a hydrologic model of the basins, final plans, and specifications for developing a stormwater design along the southern portion of the SWWRF that will allow stormwater to discharge to the east, instead of through the west, and finally discharge into Frenchman's Creek. The work will also include survey work and subsurface utility exploration to accurately model stormwater run-off at the site, design of an earthen berm, ornamental landscaping, and a concrete wall to further shield stormwater and views of the SWWRF from the south and west.

Due to the combination of a water treatment facility and stormwater design, permitting from both the Florida Department of Environmental Protection and the Southwest Florida Water Management District ("SWFWMD") will also be coordinated by LWES and the City. The SWFWMD permit to the borrow-pit lake is granted to Eckerd College, which will have to be modified to allow discharge from the facility.

This work is being completed as part of the Development Review Commission approval requirements for the SWWRF Biosolids and Capacity Upgrade projects.
Final design will be completed and submitted to the Construction Manager for estimation and construction to maintain a progressive construction schedule at the SWWRF.

A Construction Manager for improvements to the SWWRF is being selected through a Request for Qualifications and will be presented to Council for approval and award of a Construction Agreement for the construction packages.

RECOMMENDATION: Administration recommends the Mayor or his designee to execute Task Order No. 16-04-LWES/STB to the Architect/Engineering Agreement ("A/E") dated July 19, 2016 between the City of St. Petersburg, Florida ("City") and Land & Water Engineering Science, Inc. ("LWES") in an amount not to exceed $94,445 for the Southwest Water Reclamation Facility Stormwater and Site Improvements Project (Engineering Project No. 17071-111; Oracle No. 15999).

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF SW Storm & Site Imp FY17 Project (Oracle No. 15999)

ATTACHMENTS: Resolution
Attachment 1 & 2
Task Order 16-04-LWES/STB

APPROVALS: cf/mp Administrative Budget
RESOLUTION NO. 2017-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-04-LWES/STB TO THE ARCHITECT/ENGINEERING AGREEMENT ("A/E") DATED JULY 19, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND LAND & WATER ENGINEERING SCIENCE, INC. ("LWES") IN AN AMOUNT NOT TO EXCEED $94,445 FOR THE SOUTHWEST WATER RECLAMATION FACILITY STORMWATER AND SITE IMPROVEMENTS PROJECT (ENGINEERING PROJECT NO. 17071-111; ORACLE NO. 15999); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Land & Water Engineering Science, Inc. ("A/E") entered into an Architect/Engineering Agreement dated July 19, 2016, for A/E to provide miscellaneous professional services for Stormwater Management, Transportation and Bridge Improvement Projects; and

WHEREAS, the City desires to issue Task Order No. 16-04-LWES/STB in the amount not to exceed of $94,445 for A/E to provide design services for development of a stormwater conveyance, berm, and wall design for the Southwest Water Reclamation Facility.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-04-LWES/STB to the Architect/Engineering Agreement ("A/E") dated July 19, 2016 between the City of St. Petersburg, Florida ("City") and Land & Water Engineering Science, Inc. ("LWES") in an amount not to exceed $94,445 for the Southwest Water Reclamation Facility Stormwater and Site Improvements Project. (Engineering Project No. 17071-111; Oracle No. 15999).

This resolution shall become effective immediately upon its adoption.

Approved by:

By: (City Attorney or Designee)

Approved by:

By: Brijesh Prayman, P.E., ENV SP
Engineering & Capital Improvements Director
ATTACHMENT 1
CONSULTANT INFORMATION

Council Meeting: March 2, 2017
Task Order: 16-04-LWES/STB
Amount: $94,445
Agreement: Stormwater Management, Transportation and Bridge Improvement Projects
Scope: Stormwater conveyance design at the SWWRF, including survey, stormwater modeling, design, and permitting

Reasons for Task Order Assignment
Qualifications of Project Manager and personnel
Past performance
Ability to meet schedules and budget
Availability
SBE

Transaction Report – see attachment 2
**ATTACHMENT 2**

**TASK ORDER LOG**

A/E Agreement - July 19, 2016

Miscellaneous Professional Services for Stormwater Management, Transportation and Bridge Improvement Projects

CONSULTANT: Land & Water Engineering Science, Inc.

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**TOTAL:** 85,602.42
This Task Order No. 17071-111 is made and entered into this _____ day of ____________, 2017, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR STORMWATER MANAGEMENT, TRANSPORTATION AND BRIDGE IMPROVEMENT PROJECTS dated July 19, 2016 ("Agreement") between Land & Water Engineering Science, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

As part of the Southwest Water Reclamation Facility (SWWRF) improvements plan to expand capacity and to modify existing drainage outfall; the CITY is planning to re-construct the existing stormwater management system with an alternate outfall to the east and address DRC conditions and buffering requirements as agreed upon with Eckerd College.

A/E has been retained to prepare final construction plans and provide permitting support services for the modification of the stormwater pond including on-site water quality treatment for build out conditions and design of an alternate outfall located on the east side of the facility. The project will also include the design of a buffer system consisting of a wall and landscaped berm.

II. SCOPE OF SERVICES

Task 1: Project Coordination & Management

A/E will coordinate with other City consultants involved with plant capacity expansion and underground storage and recovery to ensure the propose design meets build out conditions and would not conflict with planned improvements. In addition, A/E shall attend coordination meetings with the City and stakeholders, total of (3) meetings are scheduled for the project.

Task 2: Final Design Documents

A/E shall upgrade existing Hydrologic & Hydraulic Model to evaluate on-site conditions and to eliminate the western outfall. In turn, the revised hydrologic evaluation shall incorporate an infiltration analysis meeting regulatory conditions for the revised pond design.

A/E shall design a modification to the existing stormwater management system to abandon the western outfall and to serve the new proposed eastern outfall. The stormwater management system will be designed to include an in-line effluent detention system. The outfall will be extended to the pond located on Eckerd College; in turn, the control structure of the pond will be modified as required.

A/E shall design along the southern and western property line of the Water Reclamation Facility a buffer wall and a berm with landscaping.
A/E shall coordinate with the existing investigation for subsurface utilities and prepare a utility relocation plan as necessary.

The A/E shall prepare the final design documents, to include final construction plans, quantity estimates, cost estimates, and technical specifications. The final design documents are expected to include:

- Cover Sheet
- Construction Notes, Legend, and Abbreviations
- Key Sheet
- Horizontal Control & Geometry
- Plan & Profile Sheets
- Cross-Sections at 50 foot intervals
- Utility Relocation/Adjustment Details
- Section Views & Details
- Best Management Practices & Erosion Control Plan
- Structural Wall Details
- Landscaping Plan
- Landscaping Details

As a contingent element of the design document preparation effort, A/E shall develop required subsurface utility investigation scope and direct subconsultant accordingly.

**Assumptions:**
- Surveying services to be conducted by others, A/E to provide scope
- Irrigation Plan is not required
- Horizontal and vertical conductivity information is available for the existing pond and could be utilized for the proposed improvements; otherwise, the contingency budget shall be used to conduct additional geotechnical analysis.

**Task 4: Permitting**

A/E will attend a pre-application meeting with FDEP with jurisdiction authority over the WRF to familiarize them with the scope and to identify any permitting issues of potential concern. In turn, the project may require permit condition modification to the ERP permit issued for Eckerd College where jurisdiction lies with the Southwest Florida Water Management District, a second meeting with the WMD may be held if required.

A/E shall prepare (1) or (2) ERP Permit applications with drainage reports and required design documents and submit to regulatory agencies for permitting.

A/E shall coordinate with the CITY prior to meeting with the permitting agencies to allow the CITY to send a representative to attend the meeting. The CITY will pay the required permit review fees for this project.

**III. SCHEDULE**

IV. **A/E'S RESPONSIBILITIES**

Prepare construction plans and specification and coordinate permitting requirements with regulatory agencies.

V. **CITY'S RESPONSIBILITIES**

City will provide:

a) Required additional survey  
b) Existing yard piping conditions and any proposed modifications plan.  
c) Proposed site plan improvements layout and conditions

VI. **DELIVERABLES**

1. 60% construction plans, engineer's opinion of construction cost, and (ERP) permit applications (PDF)

2. Final Construction Plans, specifications, engineer's opinion of construction cost (PDF and 9 Hard Copies signed and sealed)

VII. **A/E'S COMPENSATION**

A/E shall be compensated on a lump sum basis per percent complete to be billed monthly. The budget for the task order is ($84,945.48). See Attachment A for a detailed breakdown of the budget.

This Task Order establishes an allowance in the amount of $10,000 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

VIII. **PROJECT TEAM**

Georg F Young, Inc. to be utilized for subsurface utility investigation, no scope has been requested (a contingent item).  

IX. **MISCELLANEOUS**

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.

**IN WITNESS WHEREOF** the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.
ATTEST

CITY OF ST. PETERSBURG, FLORIDA

By: __________________________________________________________________________
    Chandrahasa Srinivasa
    City Clerk

(SEAL)

APPROVED AS TO FORM FOR CONSISTENCY
WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE
OF SERVICES IS BEING RENDERED BY
THE CITY ATTORNEYS OFFICE

By: __________________________________________________________________________
    City Attorney (Designee)

Land & Water Engineering Science, Inc.
(Company Name)

By: __________________________________________________________________________
    (Signature)
    Dikran Kalaydjian, PE, LEED AP, President
    (Printed Name and Title)

Date: 2/8/2017

WITNESSES:

By: __________________________________________________________________________
    (Signature)
    Gordon Lintemuth
    (Printed Name)

By: __________________________________________________________________________
    (Signature)
    Kimberly Kalaydjian
    (Printed Name)
### ATTACHMENT A

#### Work Task Breakdown

**SWRF-Stonewall and Silo Improvements**

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<th>Total Labor Budget ($)</th>
<th>Outside Professional Services ($)</th>
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**Direct Labor Rates Classification**

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<th>Designer</th>
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**Contingency Allowance**

- $10,009.09

**Total Budget**

- $84,945.48
MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., ENV SP, Director

Engineering & Capital Improvements Department

RE: Consultant Selection Information

Firm: Land & Water Engineering Science, Inc.

Task Order No. 16-04-LWES/STB in the amount of $94,445

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section l(F.) for agenda package information.

1. Summary of Reasons for Selection

Land & Water Engineering Science, Inc. has satisfactorily completed the preliminary services for the Development Review Commission (DRC) review and approval for improvements to the Southwest Water Reclamation Facility (SWWRF), including initial modeling of the required stormwater improvements to the SWWRF.

This scope of work is a progression from the preliminary modeling DRC review phase to include detailed design and permitting of the stormwater improvements to the SWWRF.

The firm has completed the preliminary work and is familiar with the DRC improvement requirements to the SWWRF.

This firm has extensive experience in hydraulic modeling, stormwater design and permitting and has satisfactorily performed previous work similar in nature.

Land & Water Engineering Science, Inc. was included in previous A/E Annual Master Agreements and is also included in the current list of A/E Annual Master Agreements.

This firm has successfully completed this type of work under previous A/E Annual Master Agreements in 2012. This is the fourth Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## TASK ORDER LOG

### A/E Agreement - July 19, 2016

**Miscellaneous Professional Services for Stormwater Management, Transportation and Bridge Improvement Projects**

**CONSULTANT:** Land & Water Engineering Science, Inc.

<table>
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<td>07/27/16</td>
<td>Crescent Lake/14th Ave N Drainage Basin &amp; Vicinity SDI Rev No. 1 - design services of Structure SD-08</td>
<td>CF</td>
<td>07/27/16</td>
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<td>02</td>
<td>14038-120</td>
<td>11/16/16</td>
<td>Clam Bayou Bacterial Control Plan</td>
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<td>03</td>
<td>17049-121</td>
<td>01/18/17</td>
<td>Stormwater Pollution Prevention Plan for WRFs</td>
<td>CF</td>
<td>01/18/17</td>
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</tbody>
</table>

**TOTAL:** 85,602.42
REQUEST FOR QUALIFICATIONS

MISCELLANEOUS PROFESSIONAL SERVICES FOR
Stormwater Management, Transportation & Bridge Improvement Projects

I. LEGAL ADVERTISEMENT

The City of St. Petersburg, Florida ("City") is requesting a Statement of Qualifications from qualified firms or individuals interested in performing miscellaneous professional engineering services on a continuing basis for Stormwater Management, Transportation & Bridge Improvement Projects.

A written Statement of Qualifications will be accepted by the City of St. Petersburg at the Engineering and Capital Improvements Department, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701, until 4:00 pm on April 22, 2016.

Detailed information and data to be submitted with a Statement of Qualifications are available by e-mail from Colleen Mazzo, Capital Improvements Assistant, Engineering and Capital Improvements Department, at colleen.mazzo@stpete.org or by calling 727-893-7295.

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Qualifications including, but not limited to, the deadlines for submission, the submission requirements, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Qualifications at any time. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful proposer(s).

CITY OF ST. PETERSBURG, FLORIDA
THOMAS B. GIBSON, P.E.
ENGINEERING & CAPITAL IMPROVEMENTS DIRECTOR

APPROVED: ___________________________ Date: ______________
Engineering & Capital Improvements Department
A. REQUEST FOR QUALIFICATIONS ("RFQ") SUMMARY

1. RFQ Scope: The City of St. Petersburg, Florida ("City"), is requesting Statements of Qualifications (SOQ) and intends to select a group of two (2) or more firms from qualified firms or individuals interested in performing the professional services described in this RFQ. A detailed description of the Scope of Services is contained in Appendix A.

2. RFQ Schedule: The proposed schedule for the selection of a firm or individual for this project is set forth below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 25, 2016</td>
<td>RFQ Distribution/Legal Advertisement</td>
</tr>
<tr>
<td></td>
<td>Written SOQ six (6) hard copies and one (1) digital copy in PDF format on a CD or USB flash drive due by 4:00 pm at the office of the Engineering &amp; Capital Improvements Director, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701</td>
</tr>
<tr>
<td>Friday, April 22, 2016</td>
<td>Selection Committee Shortlisting Meeting. All of those who submitted a SOQ will be contacted via email to inform them of outcome of meeting and shortlisting.</td>
</tr>
<tr>
<td>Friday, May 13, 2016</td>
<td>Interviews with those shortlisted and final ranking.</td>
</tr>
<tr>
<td>Friday, June 3, 2016</td>
<td>Contract Negotiation</td>
</tr>
<tr>
<td>June/July</td>
<td>City Council Approval and Award</td>
</tr>
<tr>
<td>July/August</td>
<td></td>
</tr>
</tbody>
</table>

B. GENERAL INSTRUCTIONS

1. News Releases: Public disclosure regarding this RFQ, the SOQ and subsequent awards, will be coordinated by the City.

2. Inquiries: Questions regarding the RFQ may arise as proposing firms or individuals are preparing their documents. Please direct questions to:

   Mr. Phillip Keyes, P.E., Design Manager
   City of St. Petersburg
   Engineering & Capital Improvements Department
   One 4th Street North, 7th Floor
   St. Petersburg, Florida 33701
   Telephone: (727) 893-4165

3. Signature Requirements: The SOQ must be signed by a duly authorized official(s) of the proposing firm or by the proposing individual. Consortiums, joint ventures, or teams submitting SOQ, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility
May 13, 2016

The Consultant Selection Committee has met and short listed the firms scheduled below for the Stormwater Management, Transportation and Bridge Improvement Projects. The Consultant Selection Committee was impressed with the overall quality of the submittals.

If your firm was not short listed, we appreciate the time and effort that you put forth. Please consider participating again in future City consultant selection processes.

If your firm was short listed, please confirm with Colleen Mazzo (727-893-7295 or colleen.mazzo@stpete.org) that you will be able to meet with the Committee.

Presentations will be on Friday, June 3, 2016 in Room 600 of the Municipal Services Center, One Fourth Street North, St. Petersburg. The format will be twenty minutes for the consultant's presentation followed by ten minutes of questions by the Selection Committee. There will be ten minutes between presentations for tear down and set up.

CONSULTANT PRESENTATION SCHEDULE

Friday, June 3, 2016

8:20 am AECOM Technical Services, Inc.
9:00 am ARO Engineering
9:40 am Cardno, Inc.
10:10 am CH2M Hill Engineers, Inc.
10:50 am DRMP, Inc.
11:20 am Kisinger Campo and Associates, Corp.
12:00 pm Land & Water Engineering Science, Inc.
12:45 pm Lunch Break
1:30 pm Final Ranking and Deliberations — Open to the Public at this time

During your presentation, we would like you to address the following:

1. Your firm's experience with obtaining Stormwater Grant Funding
2. Your firm's experience with Pinellas County Low Impact (LID) design standards
3. Your firm's experience with TMDL Regulations

Once again, thank you for participating in the City's consultant selection process.

Thomas B. Gibson

Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
June 6, 2016

The Consultant Selection Committee has completed their evaluation and selected the following firms for the Stormwater Management, Transportation and Bridge Improvement Projects:

- ARO Engineering
- Cardno, Inc.
- CH2M Hill Engineers
- Kisinger Campo and Associates
- Land & Water Engineering Science

The presentations were all very interesting and informative and we appreciate the time and effort that you put into your presentation. Please consider participating again in future City consultant selection processes.

Once again, thank you for participating in the City's consultant selection process.

Thomas B. Gibson

Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
City of St. Petersburg, FL
Consultant Selection Final Presentations
Stormwater Management, Transportation and Bridge Improvement Projects

June 3, 2016

<table>
<thead>
<tr>
<th>Final Ranking</th>
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</thead>
<tbody>
<tr>
<td>ARO Engineering</td>
</tr>
<tr>
<td>Cardno, Inc.</td>
</tr>
<tr>
<td>CH2M Hill Engineers, Inc.</td>
</tr>
<tr>
<td>Kisinger Campo and Associates</td>
</tr>
<tr>
<td>Land &amp; Water Engineering Science, Inc.</td>
</tr>
<tr>
<td>DRMP, Inc.</td>
</tr>
<tr>
<td>AECOM</td>
</tr>
</tbody>
</table>

Committee Member: Thomas B. Gibson, P.E.

Date: ____________________________
TO: Members of City Council

DATE: March 1, 2017

COUNCIL DATE: March 16, 2017

RE: Resolution declaring the City of St. Petersburg as an inclusive and welcoming City

ACTION DESIRED:

Respectfully requesting Council’s support for a Resolution declaring the City of St. Petersburg as an inclusive and welcoming city for all of its residents, regardless of immigration status, religion, country of origin, race, culture, ethnicity, sexual orientation, gender identity or expression or disability; declaring that the City will work with law enforcement to ensure that the City is prepared to respond to hate crimes or other requests for services from immigrant communities.

Lisa Wheeler-Bowman
Council Member, District 7
RESOLUTION NO.____

A RESOLUTION DECLARING THE CITY OF ST. PETERSBURG AS AN INCLUSIVE AND WELCOMING CITY FOR ALL OF ITS RESIDENTS, REGARDLESS OF IMMIGRATION STATUS, RELIGION, COUNTRY OF ORIGIN, RACE, CULTURE, ETHNICITY, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION OR DISABILITY; DECLARING THAT THE CITY WILL WORK WITH LAW ENFORCEMENT TO ENSURE THAT THE CITY IS PREPARED TO RESPOND TO HATE CRIMES OR OTHER REQUESTS FOR SERVICES FROM ALL RESIDENTS, INCLUDING IMMIGRANT COMMUNITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States was founded by immigrants, many fleeing religious persecution, who enshrined freedom of religion as one of our nation’s fundamental legal and ethical principles; and

WHEREAS, the City of St. Petersburg has long embraced and welcomed individuals of diverse racial, ethnic, religious and national backgrounds, including a large immigrant population; and

WHEREAS, embracing diversity has been a cornerstone of St. Petersburg, Pinellas County, the region, the state and nation’s development throughout our history; and

WHEREAS, the on-going national political climate is producing fear and anxiety among many residents of St. Petersburg; and

WHEREAS, according to the Federal Bureau of Investigation 2014 Hate Crime Statistics Report regarding hate crimes motivated by religious bias, “56.8 percent were victims of crimes motivated by their offenders’ anti-Jewish bias; 16.1 percent were victims of anti-Islamic (Muslim) bias; 6.2 percent were victims of bias against groups of individuals of varying religious (anti-multiple religions, group); 6.1 percent were victims of anti-Catholic bias; 2.5 percent were victims of anti-Protestant bias; 1.2 percent were victims of anti-Atheist/Agnostic bias; and 11 percent were victims of bias against other religions;” and

WHEREAS, on October 20, 2016, the City of St. Petersburg passed Resolution Number 2016-487, expressing solidarity with Muslims and all those targeted for their ethnicity, race or religion and condemning violence and hate crimes directed at Muslims, those perceived to be Muslims, immigrants and people of color; and
WHEREAS, as elected representatives, the City Council has a special responsibility not to stay silent in the face of discrimination against any of our residents; and

WHEREAS, the City desires to demonstrate its commitment to its residents by unequivocally stating that it welcomes all residents regardless of immigration status, religion, country of origin, race, culture, ethnicity, sexual orientation, gender identity or expression or disability.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that this Council hereby declares that:

(1) the City of St. Petersburg welcomes and celebrates all residents regardless of immigration status, religion, country of origin, race, culture, ethnicity, sexual orientation, gender identity or expression or disability and

(2) the City will work with law enforcement to ensure that the City is prepared to respond to hate crimes or other requests for services from all residents, including immigrant communities.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)
TO: Members of City Council

DATE: March 6, 2017

COUNCIL DATE: March 16, 2017


ACTION DESIRED:

Respectfully requesting that Administration provide to City Council a report on the status of the purchase of the Carter G. Woodson African American Museum

RATIONALE:

In March 2015, Mayor Kriseman announced the purchase of the Dr. Carter G. Woodson African American Museum. Subsequently there was a proposal for the St. Petersburg Housing Authority to buy the Jordan Park Public Housing complex back from the private developer who rebuilt it and currently runs it. The St. Petersburg Housing Authority has agreed to earmark all of the funds from the City’s purchase of the Museum to the repair and rehab of the housing at Jordan Park which serves low income residents. It is important that these funds be available to the St. Petersburg Housing Authority as soon as possible so they can be used to upgrade the housing at Jordan Park.

Steve Kornell, Council Member
District 5
TO: Members of City Council

DATE: March 7, 2017

COUNCIL DATE: March 16, 2017

RE: Requested Change to standard A/E agreements

ACTION DESIRED:

I Respectfully request that City Council vote to require a change to our standard Architectural/Engineering Agreement to include language that requires all consultants who complete reports or technical memorandums that are drafts and then later finalized to provide a written summary of changes that were made from the draft to the final version of the document at no additional cost to the City. I further request that the City Council add to its Policies and Procedures Manual a section indicating that this policy will also apply to all reports and technical memorandums generated by city staff.

In addition to adding language to our standard Architectural/Engineering Agreements going forward, I am also requesting that this language be added as an amendment to all current A/E contracts, so the that City Council will also receive summaries for all reports related to the major projects that are currently being undertaken, but for which a final report has not yet been issued. This includes, but is not limited to projects related to our sewer system.

Steve Kornell, Council Member
District 5
City of St. Petersburg
Committee of the Whole REPORT
Meeting of March 2, 2017
City Hall, Room 100

Present: Council members Chair Darden Rice, Jim Kennedy, Charlie Gerdes, Amy Foster, Ed Montanari,

Absent: Lisa Wheeler-Bowman

Also: City Administrator Gary Cornwell, City Attorney Jackie Kovlaritch, Assistant City Attorney Michael Dema

A. Call to Order – Council Chair Darden Rice

B. Discussion Items

1. **S. St. Petersburg CRA Grant process**

   Dave Goodwin opened the discussion and gave an overview and summary of the S. St Pete CRA Grant process, the criteria, selection process. It was proposed that there be no city staff on the CRA Grant Committee.

   A motion was made by CM Nurse and seconded by CM Kornell that the CRA Grant committee would be a seven member committee comprised of Council members from Districts 5, 6 and 7 and four CAC committee members, and with the condition that all of the grants, regardless of dollar amount would come to full City Council for final approval. Passed unanimously.

2. **Penny for Pinellas**

   There was a review of the Penny for Pinellas Projects by department. Public Works Administration was deferred to a future date. No action was taken

C. Meeting Adjourned
Resolution No. 2017-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE PROPOSALS SUBMITTED BY BROWN & BROWN OF FLORIDA, INC. TO PROVIDE PROPERTY INSURANCE COVERAGE EFFECTIVE APRIL 1, 2017, AT A TOTAL ESTIMATED COST OF $3,472,617.38 AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City’s current property insurance coverage expires as of March 31, 2017; and

WHEREAS, due to the limited number of markets for coverage of this nature and the specialized nature of property insurance programs of this scope, it was determined that it would be most advantageous for the City to utilize the firm of Brown & Brown of Florida, Inc. as its designated broker for the purpose of securing proposals for coverage for the policy period April 1, 2017 to March 31, 2018 at a fixed fee of $82,800 (in lieu of 10% commission); and

WHEREAS, Brown & Brown of Florida, Inc. has secured a proposal to provide property insurance for properties assigned to the Water Resources Department for an insured value and limit of $404,411,600 (fire and named and non named wind) and Flood annual aggregate ($50,000,000 for all zones and $20,000,000 for zones V & A) with a five percent Named Windstorm and Flood deductible for an approximate annual cost, including National Flood Insurance Policies, Terrorism Coverage, and Loss Engineering fee, of $1,024,914 including taxes and assessments; and

WHEREAS, Brown & Brown of Florida, Inc. has secured a proposal to provide property insurance for properties within the Neighborhood Stabilization Program for a maximum insured value of $2,500,000 and a $250,000 per dwelling limit with a five percent Windstorm deductible for an approximate annual cost of $10,000; and

WHEREAS, Brown & Brown of Florida, Inc. has secured a proposal to provide property insurance for the General Property Program including Tropicana Field for a total insured value of $758,261,881 and a coverage limit of $333,000,000 (fire & non named wind) with a combined coverage limit of $100,000,000 for Named Wind Storm per occurrence and Flood annual aggregate with a five percent Named Windstorm and Flood deductible with the City self insuring ten percent of the first layer of $50,000,000 coverage, for an annual cost of $1,998,188, and then including the cost of Boiler & Machinery coverage, Fine Arts coverage, Crime coverage, Cyber Liability coverage, National Flood Insurance Policies, and Terrorism Coverage on Tropicana Field, Police Headquarters, City Hall, Albert Whitted Airport, and Al Lang Field, bringing the total cost with these and the general property program to $2,122,510.66; and

WHEREAS, Brown and Brown of Florida, Inc. has secured a proposal for the Highly Protected Risk program which includes the MSC building and the Mid Core Parking Garage for an insured value of $62,404,500 and a coverage limit of $62,404,500, with a Flood Annual Aggregate of $10,000,000, a 5% Named Windstorm deductible, a $500,000 per location flood deductible, and a $100,000 all other perils deductible for an annual cost including National Flood Policies, Boiler and Machinery coverage, and Terrorism for an annual cost of $232,392.72.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to accept the proposals submitted by Brown & Brown of Florida, Inc. to provide property insurance coverage effective April 1, 2017, at a total estimated cost of $3,472,617.38 and to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: ____________________________ Administration: ____________________________
Budget: ____________________________

Legal: 00312928.doc V. 2
City of St. Petersburg
Public Services & Infrastructure Committee
Meeting Minutes of March 9, 2017 – 9:15 a.m.
City Hall, Room 100

Members: Chair Steve Kornell, Vice-Chair Ed Montanari, Council Members Charlie Gerdes and Amy Foster

Alternate(s): Council Member Jim Kennedy

Support Staff: Nina Mahmoudi, primary support staff; Judy Tenison, backup support staff, Council Member Darden Rice, Public Works Administrator Claude Tankersley, Engineering Director Brejesh Prayman, Haskell Consultants Cheryl Robitzsch, Robert Bruner, Peter Kinsley, Tim Mosley, Planning and Historic Preservation Manager Derek Kilborn, City Attorney Jacqueline Kovilaritch, Assistant City Attorney Jeannine Williams

1) Call to Order 9:35 a.m.

2) Approval of Agenda - Vote of approval – CM Gerdes – All in Favor

3) Approval of Minutes - February 23, 2017 - Vote of approval – CM Gerdes – All in Favor

4) New Business – A report on utilization of the hard to hire and apprenticeship ordinance – Tankersley/Prayman

   a) Haskell representatives gave an update on the biosolids project, indicating that about 18.1% of the project has been billed, and about 25% of the project has been completed. They explained that outreach to hire disadvantaged workers has been tough with the exception of working with the PERC program. They indicated that currently about 14.5% of the workers on-site are disadvantaged workers, but that overall disadvantaged workers’ man hours for the project is around 9% and growing. They are projected to exceed 10% total man hours by end of May 2017.

   b) CM Nurse explained that moving forward Council would like the bid documents to include a listing of all community resources that exist so that contractors have easy access to those organizations.

   c) CM Gerdes stated that Council is looking for places to make the ordinance more effective and easier for companies to comply with and asked that maybe the City should reconsider the reporting threshold (25% billing milestone), asking Haskell their opinion. Haskell representatives said that every project is different and that the billing threshold is probably fine for a project of this size. It is a definable measurement, whereas hours worked is more of an estimate. The billing threshold also allows the billing staff to have time to complete the reports because it is not an immediate reporting requirement at the start of the project. CM Gerdes asked that Haskell continue to give the City feedback, as this project is a ‘pilot’ for this ordinance.
d) CM Foster asked for clarification on if sub-contractors are specifically held responsible for these requirements in the ordinance. Legal indicated that only the main contractor is held responsible in our ordinance but that sub-contractor hours can be counted towards the requirements. Haskell indicated that they include flow-down provisions in their contracts with sub-contractors; and that the numbers reported include data from the sub-contractors on this project.

e) Haskell stated their biggest challenge has been meeting the apprenticeship requirements, specifically identifying and connecting with individuals. They reviewed the requirements through the State of Florida, which among other items, require night school and a four-year commitment, in addition to 2000 hours of work a year. Thus far they have identified a couple of disadvantaged workers and have brought them through the apprenticeship process. As of end of February 2017, they had a total of five workers on site, and expect to add five more soon through sub-contractors. They expect by end of March to have a total of 10 apprentices on site. Haskell stated that timing is a challenge with the state-approved apprenticeship program, because of the start time of the academic year. Finding committed employees can also be a challenge.

f) CM Nurse asked that the ordinance be amended to include language that apprentices must complete an ‘industry recognized’ program/course.

g) CM Kennedy asked if the ordinance affect the price of the job for the City. Haskell stated that for a project of this size, it wouldn’t. They speculated that a smaller firm working on a smaller job may have an increased price due to the increased workload of record keeping.

h) CM Gerdes suggested that maybe the City consider a length of contract as a threshold for the apprenticeship requirements instead of the monetary threshold.

i) CM Kornell asked if all programs have the same requirements. Haskell stated that the State of Florida has the same requirements but that different programs may have different structures or setups. Kornell clarified that other industry-recognized programs may not have the same requirements.

j) CM Foster asked how many of the apprentices were local. Haskell said 8 of the 10, the other two being from Jacksonville. Foster suggested that tweaks be made to ensure that the City is reaching its goal of having local people finish the program and be able to procure a job after the City project. She also said she would like to see educational language about how the contractor and the organizations work together in the bid documents.

k) CM Kornell asked how the transition from a disadvantaged worker to apprentice happens, how long it takes and how it is funded. He suggested local organizations could share a part in the funding if need be. Haskell stated that it takes anywhere from three to six months to evaluate if an employee is the right fit for the apprenticeship program.

l) CM Nurse stated he would like to use the ‘industry recognized’ requirement to the ordinance, to account for acceptable programs that aren’t state projects, like the pipe lining and pipe repair programs.
m) CM Kennedy stated he would like to review the RFP process for future projects.

n) CM Gerdes asked Claude to draft information about resources to be included in the RFP and to work with Haskell to include any ‘lessons learned’ in the RFP process. Claude acknowledged that the City has a role in providing more education about existing resources throughout the process.

o) CM Rice stated that community groups should be included when considering additional tweaks to the ordinance.

p) CM Montanari stated that the ordinance has a lot of regulation and seems to give smaller companies a disadvantage; and that he would like to see more incentives added into the ordinance.

q) CM Nurse made a motion to add additional language to the ordinance requiring ‘industry recognized’ apprenticeship programs, which passed unanimously.

r) CM Kornell asked to defer Claude’s staff presentation and defer his adult diversion program report until after the historic guidelines report.

5) Historic guidelines update – Derek Kilborn

a) Derek Kilborn stated he had no additional reporting to present on the historic design guidelines, but was available to answer any questions Council had about the document. He did state the order of the document changed slightly, but that no new information has been added.

b) CM Nurse asked if there was information about the Miami-Dade exception in the guidelines. Kilborn stated that it is covered in chapter 16 of the City Code but that they will add an additional reference.

c) CM Kennedy motioned to approve the guidelines, which passed unanimously.

6) Quarterly report – Pinellas County Adult Diversion Program – Chair Kornell

a) CM Kornell asked if there were any questions or comments about the adult diversion report and if Council thought that quarterly reports were satisfactory. All present indicated yes. Kornell indicated the initial report showed good numbers and that he thought it was too soon to suggest any tweaks since it is the first report.

b) CM Foster indicated that she has heard throughout social media that the community may misunderstand the program goals. She spoke with the Police Department Chief and asked that he educate officers on why the Sheriff did this and define the goals so that they can properly communicate to residents and neighborhoods.

7) Upcoming meetings – March 23, 2017, 10:30 a.m. – Discussion on zoning for marijuana dispensaries in city limits- Dave Goodwin

8) Adjournment – 10:45 a.m.
MEMORANDUM

TO: Mayor Rick Kriseman
    Honorable Darden Rice, Chair, and Members of City Council
FROM: Joseph P. Patner, Assistant City Attorney
DATE: March 2, 2017
RE: Continued Retention of Outside Counsel

In accordance with the City Charter regarding the retention of special legal counsel to represent the City of St. Petersburg, I recommend that City Counsel continue to retain the firm of Manson Bolves Donaldson Varn, P.A.

Senior Partner Doug Manson has more than twenty-five years of experience representing governments, including the City of St. Petersburg, in water, environmental and administrative law. I believe this experience will be invaluable to the City as we move forward with the citizen lawsuit brought under the Clean Water Act, as well as other investigations and negotiations involving water and sewer issues. The original retainer agreement with Manson Bolves Donaldson Varn, P.A. was for an amount not to exceed $5,000.00. I recommend increasing the total amount of the retainer agreement by $75,000.00, for a total not to exceed amount of $80,000.00.

If you have any questions, please feel free to contact me.
RESOLUTION NO. ________________

A RESOLUTION APPROVING THE CONTINUED RETENTION OF MANSON BOLVES DONALDSON VARN, P.A. AS SPECIAL LEGAL COUNSEL TO THE CITY TO PERFORM LEGAL SERVICES RELATED TO THE CITIZEN LAWSUIT AND RELATED ISSUES; FOR A TOTAL NOT TO EXCEED AMOUNT OF $80,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Attorney’s office retained Manson Bolves Donaldson Varn, P.A. for an amount not to exceed $5,000.00; and

WHEREAS, the City Attorney’s Office recommends increasing the retainer by $75,000.00 for a total not to exceed amount of $80,000.00.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that continued retention of the Manson Bolves Donaldson Varn, P.A. firm as special legal counsel to the City to perform legal services related to the citizen lawsuit and related issues for a total not to exceed amount of $80,000.00 is hereby approved.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance

City Attorney (Designee)
ST. PETERSBURG CITY COUNCIL

MEETING OF: March 16, 2017

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) **LCA 1575**

EXPLANATION: The Sanitation Department has cleared the following number of properties under Chapter 16 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

<table>
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<th>LCA:</th>
<th>1575</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF STRUCTURES:</td>
<td>26</td>
</tr>
<tr>
<td>ASSESSABLE AMOUNT:</td>
<td>$6,878.56</td>
</tr>
</tbody>
</table>

According to the City Code, these assessments constitute a Lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of **$6,878.56** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:__________________

COUNCIL ACTION:__________________

FOLLOW-UP:__________________  AGENDA NO.__________________
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<tr>
<th>ASSESSMENT NUMBER</th>
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<th>PARCEL ID</th>
<th>ORIGINAL ASSESSMENT</th>
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<td>WESLEY CHAPEL FL 335447750</td>
<td>BAYOU BONITA BLK 8, LOT 3</td>
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<td>SAINT PETERSBURG FL 337310672</td>
<td>BRONX BLK 5, LOT 7</td>
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<td>LCA 1575 71622</td>
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<td>HARRELL, DOZIER III PO BOX 14174</td>
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TOTAL NUMBER OF ASSESSMENTS: 26

TOTAL ASSESSMENT AMOUNT: 6,878.56
LOT CLEARING NUMBER 1575
COST / FUNDING / ASSESSMENT INFORMATION

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<td>ADMINISTRATIVE FEE</td>
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<td>TOTAL</td>
<td>$6,878.56</td>
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WHEREAS, preliminary assessment rolls for Lot Clearing No. 1575 have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council did meet at the time and place specified in the notice and heard any and all complaints that any person affected by said proposed assessments wished to offer; and

WHEREAS, City Council has corrected any and all mistakes or errors appearing on said preliminary assessment rolls.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the preliminary assessment rolls for Lot Clearing No. 1575 are approved; and

BE IT FURTHER RESOLVED that the principal amount of all assessment liens levied and assessed herein shall bear interest at the rate of 12% per annum from the date of this resolution.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
Confirming Preliminary Assessment for Building Securing Number SEC 1221

EXPLANATION: Codes Compliance Assistance has secured the attached structures which were found to be unfit or unsafe under Chapter 8 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

SEC: 1221
NUMBER OF STRUCTURES: 10
ASSESSABLE AMOUNT: $1,605.25

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $1,605.25 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: _________________________ AGENDA NO. ______________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>PARCEL ID</th>
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<td>DEPARTMENT 6000</td>
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<td>BIRMINGHAM AL 352830539</td>
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<td>SEC 1221 07715</td>
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<td>903 79TH ST S</td>
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<td>LAKE VISTA</td>
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<td>BLK 9, LOT 9</td>
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<td>2 4 8 2 BRYN MAWR LAND TRUST 3646 16TH AVE S</td>
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<td>SEC 1221 07721</td>
<td>JKCS LLC 9483 SUN ISLE DR NE</td>
<td>30 30 17 75636 014 0040 RIDO VISTA BLK 14, LOT 4</td>
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<td>18 31 16 76734 003 0240 ROSE GARDEN UNIT NO. 1 BLK 3, LOT 24</td>
<td>6950 10TH AVE N</td>
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TOTAL NUMBER OF ASSESSMENTS: 10

TOTAL ASSESSMENT AMOUNT: 1,605.25
## BUILDING SECURING NUMBER SEC 1221

### COST/FUNDING/ASSESSMENT INFORMATION

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**TOTAL:** $1,605.25
A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1221 ("SEC 1221") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to secure certain properties; and

WHEREAS, the structures so secured are listed on Securing Building No. 1221 ("SEC 1221"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such securing against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on March 16, 2017, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1221 ("SEC 1221") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
ST. PETERSBURG CITY COUNCIL

MEETING OF: March 16, 2017

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number DMO 447

EXPLANATION: The privately owned structures on the attached list were condemned by the City in response to unfit or unsafe conditions as authorized under Chapter 8 of the St. Petersburg City Code. The City’s Codes Compliance Assistance Department incurred costs of condemnation/securing/appeal/abatement/demolition and under the provisions of City Code Section 8-270, these costs are to be assessed to the property. The interest rate is 12% per annum on the unpaid balance.

DMO: 447
NUMBER OF STRUCTURES: 5
ASSESSABLE AMOUNT: $40,176.00

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION: The total assessable amount of $40,176.00 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: ____________________________ AGENDA NO. ____________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME / MAILING ADDRESS</th>
<th>PARCEL ID / LEGAL DESCRIPTION</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
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<td>DMO 0447 03225</td>
<td>FOSTER, ROBERT E LOT 214 2701 50TH AVE N SAINT PETERSBURG FL 337142546</td>
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<td>FLORIDA TAX LIEN ASSETS IV LLC PO BOX830539 DEPARTMENT 6000 BIRMINGHAM AL 352830539</td>
<td>25 31 15 14742 000 0170 CHAMBER'S 1ST ADD TO HOLLYWOOD LOT 17</td>
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<td>DMO 0447 03227</td>
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**TOTAL NUMBER OF ASSESSMENTS:** 5

**TOTAL ASSESSMENT AMOUNT:** 40,176.00
## BUILDING DEMOLITION NUMBER DMO 447
### COST/FUNDING/ASSESSMENT INFORMATION

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A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 447 ("DMO NO. 447") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to demolish certain properties; and

WHEREAS, the structures so demolished are listed on Building Demolition No. 447 ("DMO No. 447"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such demolition against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on March 16, 2017, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 447 ("DMO No. 447") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of an ingress/egress easement dedicated as shown in OR Book 8698, Pages 947-949, located within Lot 9 of John Alex Kelly Pine Hill Subdivision and Lot 9 of John Alex Kelly’s Georgian Terrace, generally located within the block between 90th Avenue North and 91st Avenue North between 4th Street North and 5th Street North. (City File No.: 16-33000018)

RECOMMENDATION: The Administration and the Development Review Commission recommend APPROVAL.

RECOMMENDED CITY COUNCIL ACTION: 1) Conduct the second reading and public hearing; and 2) Approve the proposed ordinance.

The Request: The request is to vacate an ingress egress easement located within the block between 90th Avenue North and 91st Avenue North between 4th Street North and 5th Street North. The subject ingress/egress easement was dedicated to the City in 1994 by the owners (Our Lord Ukranian Catholic Church) for ingress, egress and turnaround to and from a dead end alley created by the vacation of 200-feet of an east west alley within the block. Utilities serving the Church property were also allowed to transverse the easement. The alley utilizing the turnaround was subsequently vacated in 1999.

There is also an existing 16-foot public utility easement (OR Book 8545 Pg 1365) and a 20-foot public utility easement (OR 8698 P 944) which overlap the center portion of the ingress/egress easement proposed for vacation. The 16-foot and 20-foot public utility easements are to remain.

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-ways would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.

Agency Review: The application was routed to the standard list of City Departments and Utility providers. TECO/Peoples Gas indicated that they have facilities within this easement. An associated special condition of approval has been added at the end of this report.
Public Comments: No comments were received from the public in response to this application.

DRC Action/Public Comments: On February 2, 2017, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

The Administration recommends APPROVAL of the ingress/egress easement vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, if the facilities are not already protected by the existing 16-foot and 20-foot east/west public utility easements which are to remain and which underlie the ingress/egress easement, the applicant shall work with TECO/Peoples Gas to obtain a letter of no objection to the proposed vacation, or relocate any facilities within the area of the ingress/egress easement not protected by a utility easement at the owner’s expense, or provide TECO/Peoples Gas with a private easement for their facilities. In either case a written letter of no objection from TECO/Peoples Gas is required.

Attachments: Parcel Map, Aerial, Ordinance, DRC Report
ORDINANCE NO. ____

AN ORDINANCE APPROVING A VACATION OF AN INGRESS/EGRESS EASEMENT DEDICATED AS SHOWN IN OR BOOK 8698, PAGES 947-949, LOCATED WITHIN LOT 9 OF JOHN ALEX KELLY PINE HILL SUBDIVISION AND LOT 9 OF JOHN ALEX KELLY'S GEORGIAN TERRACE, GENERALLY LOCATED WITHIN THE BLOCK BETWEEN 90TH AVENUE NORTH AND 91ST AVENUE NORTH BETWEEN 4TH STREET NORTH AND 5TH STREET NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on February 2, 2017 (City File No. 16-33000018):

Legal Description: Attached Exhibit “A”.

SECTION 2. The above-mentioned right-of-way is not needed for public use or travel.

SECTION 3. The vacation is subject to and conditional upon the following:

1. Prior to recording the vacation ordinance, if the facilities are not already protected by the existing 16-foot and 20-foot east/west public utility easements which are to remain and which underlie the ingress/egress easement, the applicant shall work with TECO/Peoples Gas to obtain a letter of no objection to the proposed vacation, or relocate any facilities within the area of the ingress/egress easement not protected by a utility easement at the owner’s expense, or provide TECO/Peoples Gas with a separate easement for their facilities. In either case a written letter of no objection from TECO/Peoples Gas is required.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:  

[Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signature]
A PORTION OF THE EAST 36 FEET OF THE NORTH 27.5 FEET OF LOT 9, ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY'S GEORGIAN TERRACE, AS RECORDED IN PLAT BOOK 9, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF 16 FOOT WIDE ALLEY (VACATION PROPOSED) LYING BETWEEN THE NORTH BOUNDARY LINE OF SAID LOT 9, ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY'S GEORGIAN TERRACE, AND THE SOUTH BOUNDARY LINE OF A PORTION OF LOTS 8 AND 9, ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY'S PINE-HILLS SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA: TOGETHER WITH THE EAST 26 FEET OF THE SOUTH 27.5 FEET OF SAID LOT 9, AND A PORTION OF THE WEST 10 FEET OF THE SOUTH 27.5 FEET OF SAID LOT 8, ACCORDING TO SAID MAP OR PLAT OF JOHN ALEX KELLY'S PINE-HILLS SUBDIVISION. ALL LYING IN SECTION 19, TOWNSHIP 30 SOUTH, RANGE 17 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9, ACCORDING TO SAID MAP OR PLAT OF JOHN ALEX KELLY'S GEORGIAN TERRACE, RUN THENCE SOUTHERLY 9.07 FEET ALONG THE EAST BOUNDARY LINE OF SAID LOT 9; THENCE DEFLECTING 45 DEGREES, SOUTHEASTERLY, 7.07 FEET; THENCE SOUTHERLY 13.43 FEET; THENCE WESTERLY, 31 FEET; THENCE NORTHERLY 71 FEET; THENCE EASTERLY 31 FEET; THENCE SOUTHERLY 13.43 FEET; THENCE DEFLECTING 45 DEGREES, SOUTHEASTERLY, 7.07 FEET; THENCE SOUTHERLY, 25.07 FEET TO THE POINT OF BEGINNING.

Exhibit "A"
Page 1 of 2

SEE SHEET 1 FOR LEGAL DESCRIPTION
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Economic Development Department records, no Commission member resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on February 1, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000018

REQUEST: Approval of a vacation of an ingress/egress easement dedicated as shown in OR Book 8698, Pages 947-949, located within Lot 9 of John Alex Kelly Pine Hill Subdivision and Lot 9 of John Alex Kelly's Georgian Terrace, generally located within the block between 90th Avenue North and 91st Avenue North between 4th Street North and 5th Street North.

OWNER: S & L Properties St. Petersburg
2651 Kirking Court
Portage, Wisconsin 53901

OWNER: St. Josaphat's Ukranian Catholic Diocese
434 90th Avenue North
Saint Petersburg, Florida 33702-3142

AGENT: Chris McGuire
McCon Building Corporation
1059 Circle Drive
Highland, Wisconsin 53543

ADDRESS: 45U 91st Avenue North; 19-30-17-69354-000-0090
477 90th Avenue North; 19-30-17-30690-000-0090

LEGAL DESCRIPTION: On File
ZONING: Neighborhood Suburban Multi-Family (NSM-1) and Neighborhood Suburban (NS-1)

DISCUSSION AND RECOMMENDATION:

Request The request is to vacate an ingress egress easement located within the block between 90th Avenue North and 91st Avenue North between 4th Street North and 5th Street North. The subject ingress/egress easement was dedicated to the City in 1994 by the owners (Our Lord Ukranian Catholic Church) for ingress, egress and turnaround to and from a dead end alley created by the vacation of 200-feet of an east west alley within the block. Utilities serving the Church property were also allowed to transverse the easement. The alley utilizing the turnaround was subsequently vacated in 1999.

There is also an existing 16-foot public utility easement (OR Book 8545 Pg 1365) and a 20-foot public utility easement (OR 8698 P 944) which overlap the center portion of the ingress/egress easement proposed for vacation. The 16-foot and 20-foot public utility easements are to remain.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments A and B) and Sketch and Legal Description (Exhibit “A”). The applicant’s goal is to consolidate the property for redevelopment.

Analysis. Staff’s review of a vacation application is guided by:

A. The City's Land Development Regulations (LDR's);
B. The City's Comprehensive Plan; and
C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant does provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations
Section 16.40.140.2.1E of the LDR’s contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. *Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.*

The application was routed to the standard list of City Departments and private utility providers. TECO/Peoples gas indicated that they have facilities within the easement to be vacated. An associated special condition of approval is suggested at the end of this report.

2. *The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.*
The vacation of the subject ingress/egress easement will not affect access to any lot of record. The ingress/egress easement and turnaround was at the terminus of an east/west alley to the east, which was vacated in 1999, so the turnaround is not serving its intended purpose.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

The vacation of the subject ingress/egress easement will not affect the existing roadway network. Alleys within the block have previously been vacated and the surrounding properties consolidated.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

The easement is not needed for the purpose for which the City has a legal interest.

5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

No other factors have been raised for consideration.

B. Comprehensive Plan

There are no policies in the City's Comprehensive Plan which apply to this request.

C. Adopted Neighborhood or Special Area Plans

There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.

Comments from Agencies and the Public The application was routed to the standard list of City Departments and Utility providers. TECO/Peoples Gas indicated that they have facilities within this easement. An associated special condition of approval has been added at the end of this report.

RECOMMENDATION. Staff recommends APPROVAL of the proposed ingress/egress easement vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, if the facilities are not already protected by the existing 16-foot and 20-foot east/west public utility easements which overlay the ingress/egress easement, the applicant shall work with TECO/Peoples Gas to obtain a letter of no objection to the proposed vacation, or relocate any facilities within the area of the ingress/egress easement not protected by a utility easement at the owner's expense, or provide TECO/Peoples Gas with a private easement for their facilities. In either case a written letter of no objection from TECO/Peoples Gas is required.
REPORT PREPARED BY:

KATHRYN A. YOUNKIN, AICP, LEED, AP BD+C, Deputy Zoning Official
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

Attachments: A – Parcel Map, B – Aerial Map, Exhibit “A” – Sketch and Legal Description
INGRESS / EGRESS EASEMENT
OFFICIAL RECORDS BOOK 8698, PAGE 947–949

A PORTION OF THE EAST 36 FEET OF THE NORTH 27.5 FEET OF LOT 9, ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, AS RECORDED IN PLAT BOOK 9, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF 16 FOOT WIDE ALLEY (VACATION PROPOSED) LYING BETWEEN THE NORTH BOUNDARY LINE OF SAID LOT 9, ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, AND THE SOUTH BOUNDARY LINE OF A PORTION OF LOTS 8 AND 9, ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY’S PINE–HILLS SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA: TOGETHER WITH THE EAST 26 FEET OF THE SOUTH 27.5 FEET OF SAID LOT 9, AND A PORTION OF THE WEST 10 FEET OF THE SOUTH 27.5 FEET OF SAID LOT 8, ACCORDING TO SAID MAP OR PLAT OF JOHN ALEX KELLY’S PINE–HILLS SUBDIVISION. ALL LYING IN SECTION 19, TOWNSHIP 30 SOUTH, RANGE 17 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9, ACCORDING TO SAID MAP OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, RUN THENCE SOUTHERLY 9.07 FEET ALONG THE EAST BOUNDARY LINE OF SAID LOT 9; THENCE DEFLECTING 45 DEGREES, SOUTHEASTERLY, 7.07 FEET; THENCE SOUTHERLY 13.43 FEET; THENCE WESTERLY, 31 FEET; THENCE NORTHERLY 71 FEET; THENCE EASTERLY 31 FEET; THENCE SOUTHERLY 13.43 FEET; THENCE DEFLECTING 45 DEGREES, SOUTHEASTERLY, 7.07 FEET; THENCE SOUTHERLY, 25.07 FEET TO THE POINT OF BEGINNING.

Exhibit "A"
Page 1 of 2
The Honorable Darden Rice, Chair, and Members of City Council

Ordinance approving a vacation of a 7-foot portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South as dedicated by the plat of Lot 1 of Coast Central Replat, located northwest of the intersection of Dr. Martin Luther King Jr. Street South and 6th Avenue South. (City File No.: 16-3300022)

The Administration and the Development Review Commission recommend APPROVAL.

1) Conduct the second reading and public hearing; and
2) Approve the proposed ordinance.

The request is to vacate a 7-foot portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South. This pedestrian and bicycle easement was dedicated by the plat of Coast Central Replat, and required as a condition of the vacation of right-of-way of a 40-foot portion of 6th Avenue South, which is now included in the subject parcel. The easement that was dedicated does not cover the area of the easternmost portion of the City's bicycle and pedestrian trail, which is a part of the Pinellas Trail system.

The area of the right-of-way proposed for vacation is depicted on the attached maps and Sketch and Legal Description. The applicant's goal is to consolidate the property for redevelopment, while relocating a portion of the trail to the south on the subject property and within the easement to remain. The applicant has committed to provide an additional easement located to the west of the existing easement.

This proposed new easement has been reviewed by the City's Transportation and Engineering Departments and they have no objection to the proposed vacation of a portion of the easement.

As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-ways would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.
Agency Review and Public Comments: The application was routed to City Departments and outside utility providers and no objections were received. No phone calls were received from the public in response to this request.

DRC Action/Public Comments: On February 2, 2017, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION: The Administration recommends APPROVAL of the public pedestrian and bicycle easement vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicant shall dedicate a new easement: to the west of the existing easement as described in Exhibit “B”.

2. Comply with the conditions in the Engineering Memorandum dated January 20, 2017 prior to a Certificate of Occupancy. All work required to relocate the trail shall be at the sole expense of the applicant.

Attachments: Parcel Map, Aerial, Ordinance, DRC Report
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A 7-FOOT PORTION OF A 20-FOOT WIDE PUBLIC PEDESTRIAN AND BICYCLE EASEMENT NORTH OF 6TH AVENUE SOUTH AS DEDICATED BY THE PLAT OF LOT 1 OF COAST CENTRAL REPLAT, LOCATED NORTHWEST OF THE INTERSECTION OF DR. MARTIN LUTHER KING JR. STREET SOUTH AND 6TH AVENUE SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on February 2, 2017 (City File No. 16-33000022):

Legal Description: Attached Exhibit “A”

SECTION 2. The above-mentioned right-of-way is not needed for public use or travel.

SECTION 3. The vacation is subject to and conditional upon the following:

1. Prior to recording the vacation ordinance, the applicant shall dedicate a new easement to the west of the existing easement as described in Exhibit “B”.

2. Comply with the conditions in the Engineering Memorandum dated January 20, 2017 prior to a Certificate of Occupancy. All work required to relocate the trail shall be at the sole expense of the applicant.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL: 

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:
LEGAL DESCRIPTION:

BEING A PORTION OF LOT 1 OF COAST CAPITAL REPLAT AS RECORDED IN PLAT BOOK 135, PAGE 51 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 AND PROCEED ALONG THE EAST BOUNDARY THEREOF AND THE WEST RIGHT-OF-WAY LINE OF DR. MARTIN LUTHER KING JR. STREET SOUTH N 00° 00' 02" E, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE S 89° 58' 12" W, A DISTANCE OF 124.53 FEET; THENCE N 00° 01' 48" E, A DISTANCE OF 7.00 FEET; THENCE N 89° 58' 12" E, A DISTANCE OF 124.53 FEET TO THE SAID EAST BOUNDARY AND WEST RIGHT-OF-WAY LINE; THENCE S 00° 00' 02" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 873 SQUARE FEET, MORE OR LESS
LEGAL DESCRIPTION:

BEING A PORTION OF LOT 1 OF COAST CAPITAL REPLAT AS RECORDED IN PLAT BOOK 135, PAGE 51 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 AND PROCEED ALONG THE SOUTH BOUNDARY THEREOF AND THE NORTH RIGHT-OF-WAY LINE OF 6TH AVENUE SOUTH S 89° 58' 12" W, A DISTANCE OF 169.97 FEET TO THE POINT OF BEGINNING; THENCE S 89° 58' 12" W, CONTINUING ALONG SAID SOUTH BOUNDARY AND NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 53.14 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 51.00 FEET AND A CHORD WHICH BEARS N 69° 32' 59" E, A DISTANCE OF 20.28 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 20.42 TO THE BEGINNING OF A NON-TANGENTIAL REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 78.89 FEET AND A CHORD WHICH BEARS N 74° 01' 31" E, A DISTANCE OF 43.40 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.97 FEET TO THE END OF SAID CURVE; THENCE N 89° 58' 12" E, A DISTANCE OF 11.39 FEET; THENCE S 44° 57' 41" W, A DISTANCE OF 26.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 722 SQUARE FEET, MORE OR LESS

Exhibit "B"
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Economic Development Department records, no Commission member resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on February 1, 2017 at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000022 PLAT SHEET: G-3

REQUEST: Approval of a vacation of a 7-foot portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South as dedicated by the plat of Lot 1 of Coast Central Replat, located northwest of the intersection of Dr. Martin Luther King Jr. Street South and 6th Avenue South.

OWNER: St. Petersburg Apartments, LLC
477 South Rosemary Avenue #301
West Palm Beach, Florida 33401-5758

OWNER: 5th Avenue Residences, LLC
PO Box 4189
Clearwater, Florida 33758-4189

AGENT: Luis Serna
CGA Solutions
13535 Feather Sound Drive
Clearwater, Florida 33762

ADDRESSES and PARCEL ID NOS.: 555 Dr. Martin Luther King Jr Street South; 24-31-16-16871-001-0010
None; 24-31-16-16871-001-0013

LEGAL DESCRIPTION: On File
DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a 7-foot portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South. This pedestrian and bicycle easement was dedicated by the plat of Coast Central Replat, and required as a condition of the vacation of right-of-way of a 40-foot portion of 6th Avenue South, which is now included in the subject parcel (Exhibit C). The easement that was dedicated does not cover the area of the easternmost portion of the City's bicycle and pedestrian trail, which is a part of the Pinellas Trail system.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments A and B) and Sketch and Legal (Exhibit "A") The applicant's goal is to consolidate the property for redevelopment, while relocating a portion of the trail to the south on the subject property and within the easement to remain. The applicant has committed to provide an additional easement located to the west of the existing easement (Attachment D).

This proposed new easement has been reviewed by the City's Transportation and Engineering Departments and they have no objection to the proposed vacation of a portion of the easement.

Analysis. Staff's review of a vacation application is guided by:
   A. The City's Land Development Regulations (LDR's);
   B. The City's Comprehensive Plan; and
   C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant (Attachment E) does provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations

Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. *Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.*

   This case involves the vacation of a pedestrian and bicycle easement. In addition, all utility providers have indicated no objection to the vacation.

2. *The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.*

   The vacation of the pedestrian and bicycle easement will have no effect on access to any lot of record.
3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

The vacation of the pedestrian and bicycle easement will have no effect on the existing roadway network.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

The portion of the easement being vacated is not needed for the purpose for which the City has a legal interest. The newly dedicated easement will protect the existing and reconstructed portions of the bicycle and pedestrian trail which will now be wholly within an easement.

5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

No other factors have been raised for consideration.

B. Comprehensive Plan

Policies regarding bicycle and pedestrian access in the Comprehensive plan are included below.

*Transportation Element Policy Ti3.4 The City shall require development to provide, where appropriate, facilities that support alternative modes of transportation. These facilities shall include bus stops, bus shelters, bus turn-outs, sidewalks, wheelchair ramps, crosswalks, bicycle racks and bicycle lockers.*

This application is in support of this policy.

*Transportation Element Objective T15: The City shall encourage and increase bicycle and pedestrian travel throughout the City of St. Petersburg for commuting to work and school as well as for recreation.*

This application is in support of this objective.

*Transportation Element Policy T15.15 The City shall require a minimum width of ten (10) feet for the construction of dual-use bicycle/pedestrian facilities.*

This application is in support of this policy.

C. Adopted Neighborhood or Special Area Plans

The subject right-of-way is within the boundaries of the Intown Activity Center and Campbell Park Neighborhood Association. There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.
Comments from Agencies and the Public: The application was routed to City Departments and outside utility providers and no objections were received.

RECOMMENDATION. Staff recommends APPROVAL of the proposed Bicycle and Pedestrian Easement vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicant shall dedicate a new easement to the west of the existing easement as described in Exhibit “B”.

2. Comply with the conditions in the Engineering Memorandum dated January 20, 2017 prior to a Certificate of Occupancy. All work required to relocate the trail shall be at the sole expense of the applicant. (Exhibit F)

REPORT PREPARED BY:

KATHRYN A. YOUNKIN, AICP, LEED AP BD+C, Deputy Zoning Official
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

Attachments: A – Parcel Map, B – Aerial Map, C – Existing and Proposed Trail Location, D – Proposed Trail Dedication, E – Applicant’s Application and Narrative, Attachment F – Engineering Memorandum dated January 20, 2017, Exhibit “A” – Sketch and Legal Description of the portion of the Pedestrian and Bicycle Easement to be vacated
Attachment A
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000022
Address: 6th Avenue South at Dr. Martin Luther King Jr Street South
Attachment B
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 16-33000022
Address: 6th Avenue South at Dr. Martin Luther King Jr Street South
Attachment C
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 16-33000022
Address: 6th Avenue South at Dr. Martin Luther King Jr Street South

Location of proposed new easement

20 foot easement of which the north 7-feet is proposed for vacation
LEGAL DESCRIPTION:

BEING A PORTION OF LOT 1 OF COAST CAPITAL REPLAT AS RECORDED IN PLAT BOOK 135, PAGE 51 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 AND PROCEED ALONG THE SOUTH BOUNDARY THEREOF AND THE NORTH RIGHT-OF-WAY LINE OF 6TH AVENUE SOUTH S 89° 58' 12" W, A DISTANCE OF 169.97 FEET TO THE POINT OF BEGINNING; THENCE S 89° 58' 12" W, CONTINUING ALONG SAID SOUTH BOUNDARY AND NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 53.14 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 51.00 FEET AND A CHORD WHICH BEARS N 69° 32' 59" E, A DISTANCE OF 20.28 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 20.42 TO THE BEGINNING OF A NON-TANGENTIAL REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 78.89 FEET AND A CHORD WHICH BEARS N 74° 01' 31" E, A DISTANCE OF 43.40 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.97 FEET TO THE END OF SAID CURVE; THENCE N 89° 58' 12" E, A DISTANCE OF 11.39 FEET; THENCE S 44° 57' 41" W, A DISTANCE OF 26.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 722 SQUARE FEET, MORE OR LESS

[Signature]

Aaron J. Murphy, F.S.M.
Florida Professional Surveyor & Mapper No. 6768
for Hamilton Engineering and Surveying, Inc.
Certificate of Authorization No. LB7013

BICYCLE ACCESS EASEMENT
PINELLAS COUNTY, FLORIDA
December 7, 2016

City of St Petersburg
Planning and Zoning
PO Box 2842
St Petersburg, FL 33731

RE: Vacation and Re-description of 20' Bike and Pedestrian Easement

Planning and Zoning Staff:

Please accept this application to vacate the current 20' bike and pedestrian easement (PB 135 Pgs 51-53) which is adjacent to our approved 132 unit multi-family apartment community. During our pre-application meeting, we agreed to relocate the trail to the South and grant a new 10' bike and pedestrian easement over the new trail location area. A sketch and legal of the proposed easement location and current easement location have been provided which our application. We have agreed that if we are able to gain site control of the adjacent property to the South of 6th Avenue South driveway connection, we will re-locate the trail to that area at our expense. The following details have been added to our engineering site plan in addition to the above commitment if we are able to gain site control of the adjacent property.

- Owner will be responsible for the cost of design, construction, and any permits required to relocate the segment of trail to the other side of the property
- 20' bike/pedestrian easement will be moved to the new trail alignment at that time
- Trail will be constructed to AASHTO bike guide standards
- The programmed reconstruction of the 9th Street bridge will likely include a new trail under the bridge on the north side of the creek with the intention of connecting to this section of trail
TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: January 20, 2017
SUBJECT: Right of way - Vacation
FILE: 16-33000022

LOCATION: 555 Dr. Martin Luther King Jr. Street South
AND PIN: 24/31/16/16871/001/0013
ATLAS: G-3
PROJECT: Easement - Vacation
REQUEST: Approval of a vacation of a 7-foot wide portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South as dedicated by the plat of Lot 1 of Coast Central Replat, located northwest of the intersection of Dr. Martin Luther King Jr. Street South and 6th Avenue South.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the vacation request with the following comments/conditions:

1. The applicant has demonstrated that the remaining portions of the Public Bicycle and Pedestrian Easement, and the existing 4-foot wide Access and Egress easement (both per Coast Capital Replat, OR BK 135, PG 53), together with dedication of the additional Bicycle Easement (legal description and sketch included as part of the vacation submittal), can accommodate the required 4-foot wide clear zone on the south edge of the trail, the minimum 10-foot wide trail, and the minimum 2-foot wide clear zone along the north edge of the trail. As a condition of this vacation request, the applicant must relocate the Trail and required clear zones adjacent to the trail as necessary to be contained entirely within the remaining and proposed trail easement areas. All necessary work shall be designed, permitted, and constructed by and at the sole expense of the applicant prior to Engineering departmental release of any project Certificate of Occupancy.

2. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant’s expense in accordance with the standards, specifications, and policies adopted by the City.

3. It is noted that the existing easement for the Trail is called a “Bicycle and Pedestrian Easement” but the legal description and sketch provided for the additional easement to be dedicated for the realigned trail is called a “Bicycle Access Easement”. Engineering recommends that City Legal and City Real Estate verify that the new easement is properly labeled as appropriate to allow trail construction, trail maintenance, and public use of the easement area for pedestrian and bicycle purposes.

NED/MJR/jw
pc: Kelly Donnelly
Easement Vacation File 2016
Reading File
Correspondence File
ORDINANCE NO. ________

AN ORDINANCE AMENDING SECTION 21-38(D) OF THE ST. PETERSBURG CITY CODE BY ADDING WILLIAMS PARK AND ELVA ROUSE PARK TO THE LIST OF LOCATIONS WHERE A PERMIT TO SELL, SERVE, DISPENSE, POSSESS, USE AND/OR CONSUME BEER OR WINE (FOR ON PREMISE CONSUMPTION ONLY) MAY BE ISSUED IN CONNECTION WITH CITY SPONSORED OR CO-SPONSORED EVENTS; AND PROVIDING AN EFFECTIVE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Section 21-38(d) of the St. Petersburg City Code is hereby amended to read as follows:

(d) A permit to sell, serve, dispense, possess, use and/or consume beer or wine (for on premise consumption only) may be issued in connection with City sponsored or co-sponsored events in:

(1) Soreno/Straub Park;
(2) Spa Beach;
(3) Demens Landing Park;
(4) Maximo Park;
(5) The Pier Approach (east of Bayshore Drive);
(6) Poynter Park;
(7) Dell Holmes Park;
(8) Vinoy Park and Mole;
(9) Edgewater Waterfront Park;
(10) That portion of North Shore Park lying east of Bayshore Drive to the seawall and north of Seventh Avenue Northeast (extended) to the seawall (excluding the playground area);
(11) That portion of Lake Maggiore Park abutting the Education Center at 1101 Country Club Way South.
(12) Williams Park
(13) Elva Rouse Park

Nothing in this subsection shall prevent the issuance of a permit for alcoholic beverages (for on-premise consumption only) to be sold, served, dispensed, possessed, used and/or consumed in the foregoing parks, or portions thereof, which have been exempted from this restriction by resolution of the City Council. The resolution shall identify the event, its duration, hours of operation, and location, and any conditions placed on the permit related to the on-premises consumption of the alcoholic beverages.
Section 2. Words that are underlined are additions to the existing St. Petersburg City Code.

Section 3. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the Ordinance, in which case the Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved:

Legal: __________________________ Administration: ___________________________

Legal 00309711.doc V. 3
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Owner-initiated Historic Landmark Designation of the "700 Block of 18th Avenue Northeast" Historic District, located between Walnut Street and Elm Street (City File HPC 16-90300008).

An analysis of the request is provided in the attached Staff Report.

REQUEST: The request is to designate the "700 Block of 18th Avenue Northeast" Historic District as a local historic district to be included in the St. Petersburg Register of Historic Places.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On February 14, 2017, the Community Planning and Preservation Commission held a public hearing on this matter, and voted unanimously 7 to 0 to recommend approval of the landmark designation to City Council.

Recommended City Council Action: 1) CONDUCT the second reading and quasi-judicial public hearing, AND 2) APPROVE the proposed ordinance.

Attachments: Ordinance (including map), CPPC Draft Minutes, Staff Report to the CPPC, Designation Application
EXHIBIT A
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE "700 BLOCK OF 18TH AVENUE NORTHEAST" HISTORIC DISTRICT, LOCATED BETWEEN WALNUT STREET AND ELM STREET, AS A LOCAL HISTORIC DISTRICT AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the "700 Block of 18th Avenue Northeast" Historic District, located between Walnut Street and Elm Street, which is recognized for its significance as a highly intact collection of single-family residences dating to St. Petersburg's 1920s "land boom" era, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the "700 Block of 18th Avenue Northeast" Historic District meets the following criteria:

(a) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;
(d) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;
(e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance, and
(f) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
(g) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development; and
(h) Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development

SECTION 2. The City Council finds that the "700 Block of 18th Avenue Northeast" Historic District meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

(a) Location. The place where the historic property was constructed or the place where the historic event occurred;
(b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
(c) Setting. The physical environment of a historic property;
(d) Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
(e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
(f) Feeling. The property’s expression of the aesthetic or historic sense of a particular period of time, and
(g) Association. The direct link between an important historic event or person and a historic property.

SECTION 3. The “700 Block of 18th Avenue Northeast” Historic District, located within the following described boundaries, is hereby designated as a local historic district, and shall be added to the St. Petersburg Register of Historic Places, the list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Designation Boundary
The official boundary of the local landmark designation shall encompass the entire parcels, generally described as Snell & Hamlett’s North Shore Addition Revised Replat, Block 67, Lots 6, 7, 8, 9, 10, and 11, and Snell & Hamlett’s North Shore Addition Revised Replat, Block 68, Lots 1, 2, 3, 4, 5, and 6, and as depicted on Exhibit “A.”

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to Form and Substance: 2/22/17
City Attorney (or Designee) Date

Planning and Economic Development Department 2/21/17
Date
CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
February 14, 2017

QUASI-JUDICIAL PUBLIC HEARING

Note: Commissioner Wolf was recused from the following item (HPC 16-90300008) due to a conflict.

A. City File HPC 16-90300008  Contact Person: Laura Duvekot, 892-5451

Request: Owner-initiated application for the designation of a local historic district to the St. Petersburg Register of Historic Places.
Location: The proposed district includes all parcels facing the portion of 18th Avenue Northeast that lies between Walnut Street Northeast and Elm Street Northeast.

Staff Presentation
Laura Duvekot gave a PowerPoint presentation based on the staff report.

Applicant Presentation
Elizabeth Skidmore, owner, gave a presentation in support of the request.

Public Hearing
The following people spoke in support of the designation:
David Novak, 735 18th Ave NE
William (Britt) Cobb, 226 18th Ave NE
Ward Boston, 745 18th Ave NE
Kendall Reid, 806 18th Ave NE
Mary Anne Boston, 745 18th Ave NE
Kim Cromwell, 706 18th Ave NE
Emily Elwyn, representing St. Petersburg Preservation
Robin Reed, representing Historic Old Northeast NA
Kate DeMarco, 636 18th Ave NE

Executive Session
Commission Chair Carter stated how pleased he is to see all the neighbors working together for the good of the neighborhood and community, and feels designating a small section of the neighborhood at a time is the way to go.

Commissioner Wannemacher asked if the City now has the responsibility to preserve all of the elements in the ROW (light poles, granite curbs, brick roadways, sidewalks, etc.). Ms. Duvekot stated that the City’s Traditional Streetscape regulations already protects those elements in the ROW because the proposed district is located within an existing historic district listed in the National Register.
Commissioner Wannemacher asked if a designation provides this district an extra level of protection (e.g. from any roadway or sidewalk improvements). Mr. Kilborn stated that a COA would have to be obtained for any ROW projects proposed within the subject district.

Commissioner Burke asked how the application met the criteria for being a geographically definable neighborhood. Ms. Duvekot stated that one criteria for a district designation is concentration, which is present (contained within one block) and along with such a high degree of owner support the Division felt it met the criteria.

Commissioner Michaels voiced his pleasure in seeing this come before them with such great support from people wanting to protect their neighborhood; he supports the request.

**MOTION:** Commissioner Bell moved and Commissioner Michaels seconded a motion approving the Local Historic District to the St. Petersburg Register of Historic Places for the “700 Block of 18th Avenue Northeast.”

**VOTE:**

YES – Bell, Burke, Michaels, Reese, Wannemacher, Whiteman, Carter
NO – None

Motion passed by a vote of 7 to 0.
STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION

REQUEST FOR LISTING IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES

For Public Hearing and Recommendation to City Council on February 14, 2017 beginning at 3:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, Commissioner Jeff Wolf resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

CASE NUMBER: HPC 16-90300008

STREET ADDRESSES: 705 18th Avenue Northeast 706 18th Avenue Northeast
                  715 18th Avenue Northeast 726 18th Avenue Northeast
                  725 18th Avenue Northeast 736 18th Avenue Northeast
                  735 18th Avenue Northeast 746 18th Avenue Northeast
                  745 18th Avenue Northeast 756 18th Avenue Northeast

LANDMARK NAME: 700 Block of 18th Avenue Northeast Historic District

OWNER: Multiple

APPLICANTS: Mary Anne Boston and Elizabeth Skidmore

REQUEST: Listing of the 700 Block of 18th Avenue Northeast Historic District in the St. Petersburg Register of Historic Places
OVERVIEW

On December 30, 2016, an application for the listing of the 700 Block of 18th Avenue Northeast in the St. Petersburg Register of Historic Places as a local historic district was submitted by Mary Anne Boston and Elizabeth Skidmore, both of whom own property therein. The submission of this application followed a meeting held on December 16, 2016, which was hosted by City Staff at the applicants’ request and attended by at least one homeowner from seven (7) of the 10 parcels encompassed by the proposed boundaries.

Following the application’s receipt, City Staff prepared a ballot by which homeowners could show support or non-support of the application. Ballots were mailed to each of the 18 registered owners of the 10 properties within the proposed boundaries. A total of 12 ballots, representing all registered property owners of six (6) parcels, were received by City Staff on January 10, 2017, thus surpassing the ratio of fifty (50) percent plus one (1) parcel required to consider an application for local district designation complete. Since that date, an additional two (2) ballots, representing the support of both registered owners of one (1) additional parcel, have been received. As of the submission of this report, ballots have not been received from the owners of the remaining three (3) parcels within the proposed district. A copy of this ballot and a summary of returns are included in Appendix E.

NARRATIVE DESCRIPTION AND BACKGROUND

As noted in the Application (Appendix C), as well as in the contextual narrative for the North Shore National Register Historic District (Appendix F), North Shore was platted by the Snell & Hamlett Real Estate Company. The company was formed by C. Perry Snell and James C. Hamlett, who began purchasing the land that would come to be the North Shore neighborhood in 1909. The North Shore neighborhood was developed over a period of roughly 35 years, beginning in the 1910s with construction in the area’s southernmost section, which lies just north of St. Petersburg’s downtown business section. At the time, the distance between the northern portions of the North Shore neighborhood and St. Petersburg’s small but growing downtown seemed expansive, so, as shown below, the company financed an extension of the city’s streetcar line which ran up Locust Street to promote development.\(^1\) Snell sought to promote his subdivisions as beautiful, exclusive, and prestigious through the addition of lush landscaping, neatly-gridded streets, and deed restrictions dictating the orientation and minimum cost of homes to be built therein, animals that could be kept, and even the race of residents.

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By the early 1920s, St. Petersburg’s population was welcoming a dozen or more new residents each day. Its population more than doubled between 1920 and 1926 to a total of over 30,000.² Though construction boomed throughout the city, North Shore had established itself as a high-end residential neighborhood by this time. “It is an admitted fact by everyone who knows that the most valuable residential section in St. Petersburg is the North Shore,” local realtor W. McKee Kelley was quoted as saying in 1923. “Every person familiar with St. Petersburg believes that St. Petersburg is going to grow very fast. As it grows, the demand for homes and lots in this choice section will steadily increase.”³

Homes built in North Shore during this period included both those constructed specifically for individual owners and those constructed by speculative builders. Samuel V. Schooley and Perry M. Murphy were among the boom-era builders that had the greatest impact on the residential stock of St. Petersburg. Operating as the Schooley-Murphy Builders, they constructed hundreds of homes throughout the city, including three within the proposed district.⁴ Having both relocated to St. Petersburg from the Midwest with backgrounds in construction, the pair became known for single-family homes built of hollow-clay tile, a structural system which offered both a sense of permanence and stability, and decreased costs of maintenance and fire insurance, when compared to wood frame counterparts. Advertisements boast that the company’s intimate

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knowledge of the building trade resulted in efficiency of labor and the highest quality of materials obtained for the lowest prices. Schooley-Murphy homes, which often exhibited the fashionable Mediterranean Revival or Mission styles, fit in well in the high-end North Shore section, and were purchased rapidly by investors, northerners seeking second homes, and full-time residents seeking to relocate to St. Petersburg permanently.

According to the National Register of Historic Places Registration Form and documentation for the North Shore Historic District, which includes the entirety of the proposed district,

The largest amount of building [in the North Shore neighborhood] took place during the Florida Land Boom years of the 1920s. More than 1,000 buildings in the neighborhood date to this period. Dominant architectural styles include the Bungalow, Prairie, Frame Vernacular [which includes several of the houses within the proposed district that have been categorized as American Foursquare for the purposes of this report], Colonial Revival, and Mediterranean Revival.6

An architectural description of each of the ten properties located within the proposed district’s boundaries is included in the Application for Designation (Appendix C). The proposed district serves as a representative sample of the predominant architectural styles in the larger North Shore neighborhood. As shown below, 40% of the primary buildings exhibit the Mediterranean Revival style, 30% American Foursquare, and 10% each Colonial Revival, Mission Revival, and no academic style (sometimes classified as Frame Vernacular).

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6 Kate Hoffman and Carl Shiver, North Shore Historic District, Pinellas County, Florida, National Register of Historic Places Registration Form, 2003. section 7-page 3 and section 7-pages 63-64.
While the house at 715 18th Avenue Northeast does not exhibit high academic architectural style as do the remaining properties within the proposed district, it nonetheless provides insight into the history of North Shore development. Interestingly, documentation suggests that this house was intended to be used as the garage apartment for a primary dwelling that was never built. The property was owned at the time by Benjamin L. Armstrong of New London, Connecticut, where he and his family operated the Brainerd & Armstrong Co., a silk manufacturer with four mills in Connecticut and selling agents across the United States.\(^7\) It is likely that Armstrong’s had intentions of completing a winter residence on the property that never came to fruition. St. Petersburg’s real estate bubble began to falter in 1926, only a year after the garage apartment’s 1925 construction. The garage apartment was occupied by a renter by 1926, though Armstrong, and later his wife Elizabeth, maintained ownership of the property until the mid-1940s.\(^8\) While the high styles of its neighbors speak to the optimism that marked the 1920s Florida “land boom,” the garage apartment at 715 18th Avenue speaks to the market’s cyclical nature and should, therefore, be considered a contributing resource within the proposed district.


\(^8\) Polk’s *City Directory for St. Petersburg Florida* 1926; City of St. Petersburg, *Property Card for 715 18th Ave NE*.
The proposed district retains its historic landscape features to a large degree. Materials such as hexagonal concrete block sidewalks, granite curbing, and vitrified brick street surface speak to the more labor-intensive methods of construction that preceded the poured concrete and asphalt surfaces common to later neighborhoods. Mature street trees and tropical landscaping frame the buildings within the proposed district and provide both a sense of grandeur and much-needed shade. Although the buildings within the proposed district exemplify numerous styles, they share an overall consistency of scale and form. A nearly uniform setback and massing further contribute to a feeling of harmony between the proposed district’s resources. Collectively, the historic design, materials, and layout of the proposed district culminate in an overall historic feeling.

Status as Contributing Properties to National Register-Listed North Shore Historic District

The primary residence on each of the ten properties contained within the boundaries of the proposed local historic district is National Register listed as a contributing property to the North Shore Historic District (8P109640), as are the garage apartments on the properties of 705 and 745 18th Avenue Northeast and the detached garages on the properties of 706, 725, 726, 736, 746, and 756 18th Avenue Northeast.

The North Shore National Register Historic District was listed in 2003 for its significance in the areas of Architecture and Community Planning and Development under Criterion A, “The property is associated with events that have made a significant contribution to the broad patterns of our history,” and Criterion C, “The property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represent a significant and distinguishable entity whose components lack individual distinction.” While a property or district’s listing in the National Register and St. Petersburg Register are the result of separate processes and provide distinct recognition and protection, their eligibility evaluations follow parallel sets of criteria. In the case of the proposed 700 Block of 18th Avenue Northeast Local Historic District, its status as a relatively small collection of houses within the much larger North Shore National Register Historic District warrants consideration when evaluating its local eligibility.

Since development of the North Shore area began at its southern boundary of Fifth Avenue North and spread northward, St. Petersburg as a whole had grown notably and was experiencing its section major construction boom by the time that construction reached the area of the proposed district at 18th Avenue Northeast. The plat for the area, shown below, includes the entirety of the proposed district and was revised in 1916. The parcels within the proposed district were all developed between 1922 and 1929. As noted, the 1920s were a time of tremendous growth for St. Petersburg as a whole, and the most significant period of construction for the North Shore area. Fairly high style houses began to cluster near the area’s waterfront section during this time. These houses were built for and by the city’s wealthier residents, many of whom were recent northern transplants, prompted to purchase winter or year-round homes in the North Shore section because of its reputation as the premier residential section in one of Florida’s up-and-coming communities.
At the time of its listing, the North Shore National Register Historic District was found to have a total of 2,975 contributing buildings, including single-family and multi-family residential buildings, detached garages and garage apartments, and a small number of commercial buildings.\(^9\) The proposed 700 Block of 18\(^{th}\) Avenue Northeast Local Historic District contains a total of ten single-family houses and nine detached garages or garage apartments, all of which are considered to contribute to the district’s context. Although it is part of a larger district, the proposed 700 Block of 18\(^{th}\) Avenue Northeast Historic District demonstrates an impressive degree of integrity, retention of historic landscape elements – such as brick streets and granite curbs – and pervasiveness of high-style homes.

Roughly a decade before the North Shore National Register Historic District was designated as such, an architectural survey of North Shore, Roser Park, and a portion of Round Lake was conducted by Historic Property Associates, Inc. In addition to recommending the creation of what is now the North Shore National Register Historic District, the resulting report additionally identified a number of buildings within each of the three neighborhoods it covered that could be eligible for individual nomination to the National Register of Historic Places. A total of 32

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\(^9\) Hoffman and Shiver, section 7 – page 1.
resources in the North Shore neighborhood were identified as having sufficient significance to warrant consideration of individual listing in the National Register. Two of those 32 properties, 705 and 725 18th Avenue Northeast, are located within the proposed 700 Block of 18th Avenue Northeast District.\(^\text{10}\) The results of the 1994 report, along with numerous other surveys that have been conducted throughout the city, were used in the 2016 draft compilation of the City of St. Petersburg's *List of Eligible Properties*, which is used as a reference by staff but has not been formally adopted by the Community Planning & Preservation Commission. Nonetheless, this concentration of significant properties, with two of the ten houses within the boundaries of the proposed district having been identified as potentially individually eligible as early as 1994, should be noted as further testament to the overall architectural significance of this collection of resources.

Although it may seem unconventional, or perhaps redundant to grant this subsection of the North Shore National Register Historic District the additional recognition of listing in the St. Petersburg Register of Historic Places as a local district, it should be noted that, though they follow parallel criteria, each distinction affords unique protections to its contributing resources. An example of a group of resources that was already contained within a National Register district but was later designated as a smaller local district can be found in Lang's Bungalow Court Local Historic District, which lies within the boundaries of the Downtown St. Petersburg National Register Historic District (designated 2004) but sought and was granted local designation in 2014.

Therefore, given the cohesive and intact nature of its resources Staff finds 700 Block of 18th Avenue Northeast section of the North Shore district to be worthy of designation as a local district in addition to its status as a portion of the much larger National Register district.

**STAFF FINDINGS**

Staff finds that the 700 Block of 18th Avenue Northeast Historic District is **eligible for inclusion as a local historic district in the St. Petersburg Register of Historic Places**. In St. Petersburg, such eligibility is determined based on evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, historic documentation demonstrates that the residences within the boundaries of the proposed district were constructed between 1923 and 1929, or between 95 and 88 years prior to this designation proposal, surpassing the minimum required age of 50. The period of significance for the proposed district is, therefore 1923 through 1929. Further, staff concurs with the application that the subject property satisfies criteria A, D, E, and F. Under the second test, staff finds that all of the seven factors of integrity are met.

**Historic Significance and Satisfaction of Eligibility Criteria**

The first portion of the two-part test to determine eligibility for the St. Petersburg Register of Historic Places examines a resource's historic significance with relation to nine criteria. One or more of these criteria must be met in order for a property to qualify for designation as an

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individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based off of the National Park Service's criteria for placement in the National Register of Historic Places, and are designed to assess resources' importance in a given historic context with objectivity and comprehensiveness. In the case of the proposed 700 Block of 18th Avenue Northeast Historic District, nomination documentation suggests that the property satisfies the St. Petersburg Register criteria as follows.

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<td>Is at least one of the following criteria for eligibility met?</td>
<td>Y</td>
<td>N</td>
<td>N</td>
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</table>

A) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;

The proposed 700 Block of 18th Avenue Northeast Historic District is significant under Criterion A in the area of Community Planning and Development. It lies within the larger North Shore neighborhood, which was platted by the Snell and Hamlett Real Estate Company beginning in 1909. North Shore developed by a number of speculative builders and individual property owners, primarily between the 1920s and the 1940s. All ten parcels within the proposed district, however, were developed between 1923 and 1928. These years, retrospectively known as the “land boom,” represented a time of enormous growth for St. Petersburg as a whole. The North Shore neighborhood, in particular, was marketed as the growing young city’s premier residential section. The area promised a good life, marked by high-quality construction and prestigious neighbors. The high caliber of the neighborhood remains visible throughout the proposed district: from the neatly-gridded vitrified brick streets with granite curbs, to the carefully-spaced houses. Placed on narrow but deep lots with vehicular access limited to alley-facing garages, the parcels within the proposed district reflect a design intended to promote order in the early years of the personally-owned automobile.

Further, the mixture of architectural styles found within the proposed district is reflective of the imagination and individuality that marked the higher end “land boom” architecture of the mid-1920s, even during times of incredibly rapid construction. Of the ten primary houses, four (705, 735, 745, and 746 18th Avenue Northeast) are Mediterranean Revival in style, three (706, 726, and 756 18th Avenue Northeast) are American Foursquare, and one each Mission (725 18th Avenue Northeast) and Colonial Revival (736 18th Avenue Northeast). The remaining house, at 715 18th Avenue Northeast, does not exhibit an academic architectural style.

D) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;

Three of the proposed district’s ten properties were constructed by the Schooley-Murphy Company, which, as demonstrated by the applicant, remains noteworthy for the high-quality hollow-tile homes it built.
E) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance; and

F) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;

As referenced above and by the application paperwork, numerous high styles are found within the proposed district. These include Mediterranean Revival, American Foursquare, Mission, and Colonial Revival, each of which experienced great popularity during the period of significance of 1923 through 1929. The clear differentiation between the individual properties within the proposed district, even those constructed by the same builders, further highlights the desire of early buyers to stand out among the crowd in this premiere neighborhood.

G) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development; and

H) Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development; or

The proposed district retains not only its historic architecture, but the landscape elements which unite its resources and create a sense of immersion in the city’s past. While the proposed district is made of a section of the larger North Shore National Register Historic District, property owners’ continued commitment to the preservation of its historic fabric and appearance, coupled with its fine representation of numerous themes and styles that are present throughout the neighborhood as a whole, merit the heightened level of protection afforded by listing in the St. Petersburg Register of Historic Places. The proposed district contains a total of ten houses and nine detached garages or garage apartments, all of which were constructed during the district’s period of significance of 1923-1929, resulting in a total of 19 contributing and zero non-contributing resources.

Historic Integrity

Per St. Petersburg’s Code of Ordinances’ Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5, seven factors of integrity shall be considered once an individual resource or district is determined to meet one or more of the criteria for historic significance. However, because of their subjective nature, integrity of feeling and association, without meeting at least one other factor, are insufficient for designation. As shown below, the proposed district meets all seven factors of integrity.

<table>
<thead>
<tr>
<th>Is at least one of the following factors of integrity met?</th>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
</tr>
</thead>
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<td>Y</td>
<td>Y</td>
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<td>Y</td>
</tr>
</tbody>
</table>

*Must be present in addition to at least one other factor.

Location

No buildings have been relocated within the proposed district.
Design
Despite an expected degree of alterations to individual residences, the intended designs of the buildings within the proposed district remain clearly visible.

Setting
The proposed district is located within the North Shore National Register Historic District, a residential area which remains among St. Petersburg’s most historic and celebrated areas.

Materials and Workmanship
Maintenance, alterations, and additions to the properties have introduced some new materials and methods into the proposed district’s overall historic fabric. This is to be expected over time, and, in many cases, is necessary for a group of historic residences to remain useful as needs change. Overall, however, the proposed district’s materials and workmanship have been maintained and are clearly visible, further conveying the resources’ status as significant.

Feeling and Association
The proposed district successfully conveys its historic nature as a community of single-family residences dating to the Florida “land boom” of the 1920s.

Character-Defining Features
The character-defining features of a historic district are those elements that shall be retained in order for its historic significance to continue to be conveyed. In the case of a district containing multiple architectural styles, as is the case with the proposed 700 Block of 18th Avenue Northeast Historic District, care should be taken in order to respect each resource’s individual historic style as identified in this report, using the methods outlined for specific architectural elements in St. Petersburg’s Design Guidelines for Historic Properties.

In addition to the architectural significance of each property, the proposed 700 Block of 18th Avenue Northeast Historic District gains additional significance from those elements that unite its resources, including:

- Consistent front setbacks
- Overall consistency of height, with buildings one- to two-stories and low-pitched hipped or gabled or flat roofs,
- Vehicular access to properties generally limited to rear, detached garage buildings, accessible via alleyways,
- Historic street and sidewalk materials, including vitrified brick streets, granite curbing, and sidewalks constructed of hexagonal concrete blocks or poured concrete with manufacturers’ cartouches.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION
The application for the designation of the 700 Block of 18th Avenue Northeast Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places was submitted by Mary Ann Boston and Elizabeth Skidmore, owners of two of the ten parcels contained within
the proposed district. Following the application’s receipt, City Staff prepared a ballot by which homeowners could show support or non-support of the application. Ballots were mailed to each of the 18 registered owners of the 10 properties within the proposed boundaries. A total of 12 ballots, representing all registered property owners of six (6) parcels, were received by City Staff on January 10, 2017, thus surpassing the ratio of fifty (50) percent plus one (1) parcel required to consider an application for local district designation complete. Since that date, an additional two (2) ballots, representing the support of both registered owners of one (1) additional parcel, have been received. As of the submission of this report, ballots have not been received from the owners of the remaining three (3) parcels within the proposed district. A copy of this ballot and a summary of returns is included in Appendix E.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city, some relief from the requirements of the Florida Building Code and FEMA regulations, and tax incentives, such as the local ad valorem tax exemption and federal tax credit for qualified rehabilitation projects.

CONSISTENCY WITH ST. PETERSBURG’S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN

The proposed local historic landmark district designation is consistent with the City’s Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

Objective LU10: The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

Policy LU10.1: Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

Policy HP2.3: The City shall provide technical assistance to applications for designation of historic structures and districts.

Policy HP2.6: Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for city initiated landmark designations] as a guideline for staff recommendations to the CPC and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
• Degree of threat to the landmark
• Condition of the landmark
• Degree of owner support

RECOMMENDATION

Staff recommends approval of the application to add the 700 Block of 18th Avenue Northeast Historic District to the St. Petersburg Register of Historic Places, thereby referring the application of City Council for first and second reading and public hearing.

REFERENCES


City of St. Petersburg. *Property Cards*. On file, City of St. Petersburg.


*Polk's City Directories, St. Petersburg Florida*. On file, St. Petersburg Museum of History. 1925-1940.
Appendix A:
Maps of Proposed District
Appendix B:
Additional Photographs
Farmer’s Concrete Works stamp in poured concrete

Vitrified brick streets as remain intact throughout proposed district
Brick streets, granite curbs, and mature street trees within proposed district

Streetscape within proposed district
Appendix C

Application for the St. Petersburg Register of Historic Places
Local Landmark
Designation Application

1. NAME AND LOCATION OF PROPERTY

<table>
<thead>
<tr>
<th>historic name</th>
<th>SNELL &amp; HAMLETT'S NORTH SHORE ADD REV. REPLAT Block 67/68</th>
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<tr>
<td>other names/site number</td>
<td>700 Block of 18th Avenue Northeast</td>
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<tr>
<td>address</td>
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2. PROPERTY OWNER(S) NAME AND ADDRESS

| name | See Attached |
| street and number | 700 block of 18th Avenue NE |
| city or town | St Petersburg |
| state | FL |
| zip code | 33704 |

3. NOMINATION PREPARED BY

| name/title | Mary Anne Boston, Elizabeth Skidmore |
| organization | property owners |
| street and number | |
| city or town | state |
| zip code | phone number (h) |
| (w) | e-mail |
| date prepared | December 28th, 2016 |

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

see Continuation Sheet

5. GEOGRAPHIC DATA

| acreage of property | more than one acre |
| property identification number | see Florida Master Site File attachment |
700 Block of 18th Avenue NE Historic District

Name of Property

### 6. FUNCTION OR USE

<table>
<thead>
<tr>
<th>Historic Functions</th>
<th>Current Functions</th>
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### 7. DESCRIPTION

#### Architectural Classification
(See Appendix A for list)

<table>
<thead>
<tr>
<th>Arts and Crafts/Craftsman</th>
<th>Mediterranean Revival</th>
<th>American Foursquare</th>
<th>Mission Colonial Revival</th>
<th>Frame Vernacular</th>
</tr>
</thead>
</table>

**Materials**

- wood, brick, stucco over hollow tile,
- terra cotta tile

**Narrative Description**

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

### 8. NUMBER OF RESOURCES WITHIN PROPERTY

<table>
<thead>
<tr>
<th>Contributing</th>
<th>Noncontributing</th>
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<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contributing resources previously listed on the National Register or Local Register

All are contributing historic structures in the National Register, North Shore Historic District

10 homes, 8 garages

Number of multiple property listings
**9. STATEMENT OF SIGNIFICANCE**

**Criteria for Significance**  
(mark one or more boxes for the appropriate criteria)

- [✓] Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.
- [ ] Its location is the site of a significant local, state, or national event.
- [ ] It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.
- [✓] It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
- [✓] Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- [✓] It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- [✓] Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
- [✓] Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- [ ] It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

**Areas of Significance**  
(see Attachment B for detailed list of categories)

- **Architecture**
- **Community Planning and Development**
- **Period of Significance**  
  1923-1956
- **Significant Dates (date constructed & altered)**  
  1923-1956
- **Significant Person(s)**
- **Cultural Affiliation/Historic Period**
- **Builder**  
  P.M. Murphy, Schooley & Murphy, W.D. Berry
- **Architect**  
  Henry Dupont

**Narrative Statement of Significance**

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

**10. MAJOR BIBLIOGRAPHICAL REFERENCES**

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)
St. Petersburg Local Landmark Designation Application

Name of property  700 Block of 18th Avenue NE Historic District

Continuation Section

see Continuation Sheets
BOUNDARY DESCRIPTION AND JUSTIFICATION

The boundary of the 700 Block of 18th Avenue NE Historic District consists of all of the lots on both the North and South sides of the 700 block of 18th Avenue Northeast between Elm Street Northeast and Walnut Street Northeast. The properties are within the Subdivision Plat of Snell & Hamlett's North Shore Addition Revised Replat Block 67 (lots 6-11) & Block 68 (lots 1-6) recorded in Pinellas County Plat Book 4, page 39. All properties on the block are listed in the National Register of Historic Places as contributing properties to the North Shore Historic District. The block is remarkably intact and displays a wide range of architectural styles.

PHYSICAL DESCRIPTION

The district consists of relatively flat terrain composed of well-drained sandy soil. All 10 homes on the street are single family homes on lots ranging from 120 feet to 54 feet with 60' foot lots being the average. The property at the Northeast corner (745) and Southwest corner (706) are both double lots, creating a feeling of space within the district. Several properties on the block have detached garages, some with living space above, bringing the total number of structures within the district to 18. Eighteenth Avenue bisects the district and is paved with brick, which is primarily Augusta Block. The service alleys to the north and south are paved with asphalt, but evidence of earlier brick pavers remain. Sidewalks are a mixture between continuous concrete pour and hexagonal block pavers that are natural concrete and dark gray concrete in color and laid in a ransom pattern. Curbing is granite. Mature trees and tropical landscaping complete the block.

Property Descriptions

705 18th Avenue NE

This 2-story Mediterranean Revival style house was constructed c. 1925 of hollow tile with rough stucco finish. It has an irregular plan consisting of a flat main roof and a domed roof over the one story section at the SE corner of the front elevation. The fenestration consists primarily of double hung sash windows with 1/1 lights. The arched windows of the one story southeast corner section are flanked by columns in the Gothic Moorish style. Additional notable architectural elements are the west end exterior chimney and an ornamental second floor balcony protruding over the arched front door.

In 1946, a 4-foot extension was added to the garage which is stuccoed to match the main house. Attached to the garage is a carport constructed of a stuccoed masonry knee wall and ornamental iron structure with barrel vault canvas roof. The garden is enclosed on the west with ornamental iron fencing and gate.
706 18th Avenue NE
This is an American Foursquare style house, the prominent feature of which is a Classical Revival entry porch that has a half circle plan with roof and balustrade supported by four Tuscan Order columns. The 2-story yellow brick veneer structure has a hip roof design, deep overhanging eaves and a gable dormer. The fenestration consists of double hung sash windows (replacements) with 1/1 lights. It has an east end exterior chimney. The garage matches the house in materials and roof style.

The house was constructed in 1928 by John Carson, a prominent St. Petersburg and Evansville, Indiana businessman and civic leader. It originally had a 2-car garage and cost $14,000 to build. A third bay was added to the garage in 1934, and in 1936, a room and a porch were added to the rear of the house. In 1985, the wall between this room and the porch was removed. A pool was added to the property in 1984/85.

715 18th Avenue NE
This house was constructed in 1929 by B.L. Armstrong in the Frame Vernacular style of architecture. The 2-story building sits back at the alley and was originally constructed as a garage with 4 rooms above the garage bays. It is wood-framed and sided mostly with beveled wood clapboard, but also has stuccoed panels mixed into the façade design. The asphalt shingled roof has a hip design with deep overhanging eaves and decorative wood brackets. The fenestration has double-hung sash windows that are either 3/1 or 4/1 lights. The front door is trimmed with an ensemble of flat pilasters on its flanks and broken pediment detail at the head. The building has a south end painted brick exterior chimney. A shadow box wood fence encloses the front yard. In 1956, 1st and 2nd story porches were added to the structure. A portion of the porch was enclosed in 1978.

725 18th Avenue NE
This 2-story rough texture stucco-clad, hollow tile house is an example of Mission style architecture. It has an irregular plan and a flat roof. The off-white stucco walls and parapets are accented with burnt red terra cotta tiles which include barrel shaped roof tiles as well as flat diamond shaped wall tiles and flat window sills. Another terra cotta accent in the façade is the use of tubular canals above windows. The fenestration consists of double-hung sash windows with 3/3 lights. A flat-roofed entrance porch with arched opening extends from the front façade. The entrance walk and steps are covered with terra cotta tiles. A notable architectural feature is the east end exterior chimney.

The property card indicates that the house was constructed in 1924 by P.M. Murphy who also built 735 and 746 18th Avenue NE. It originally had 8 rooms.
and was built at a cost of $8,000. In 1927, a 1-story, 3-room addition was put on
the house. Well-known developer/contractor Cade B. Allen was hired to put in a
new kitchen for the then-owner, Lotta Schick, in 1948. A porch which added an
additional bay to the facade was added to the front of the house in 1990.

**726 18th Avenue NE**
This 2-story wood-frame house is an example of the American Foursquare style.
It has a rectangular plan and a hip roof with deep overhanging eaves.
Fenestration consists of double-hung sash windows with 6/1 lights. The windows
that face the street have applied decorative shutters. It has a west end, exterior
chimney. The building has been altered by the addition of aluminum siding. The
two car wood frame garage has a gable roof and vertical siding.

According to the 1923 Sanborn map, this house was in existence in 1923.
In 1969, the garage was demolished, and rebuilt in 1973. At this time, a front
porch was added and the aluminum siding put on the house. A "glass room
enclosure" was added in 1986.

**735 18th Avenue NE**
This 2-story, masonry house is in the Mediterranean Revival style. It has an
irregular plan and a flat roof. The exterior wall surface is Permastone, a
simulated stone veneer. Some of the parapet wall and balcony rail wall copings
are barrel shaped terra cotta roofing tiles. Tubular shaped terra cotta tile canals
also accent the façade. The fenestration consists of double-hung sash windows
with 3/3 lights. The front door is sheltered by a sloped metal canopy structure
that is supported with ornamental metal brackets and is covered with barrel
shaped terra cotta roofing tiles.

The one story garage with laundry room has a gable roof with asphalt shingles
and is sided with a plywood paneling in a vertical board and batten style.
The property card for this building indicates that it was constructed in 1924 of
hollow tile by P.M. Murphy at a cost of $12,000. The canopy over the front door
was added in 1940. In 1948, it was refaced with Perma-stone (which should be
considered historic). That same year a laundry addition was added to the
garage. In 1982, a pool was added to the property.

**736 18th Avenue NE**
This 2-story wood frame house is an example of Colonial Revival style. It has an
irregular plan and a gable roof. Fenestration consists of casement windows with
8 lights. Other notable architectural elements include an east ridge chimney and
a decorative broken pediment door surround. The structure has been altered by
the application of aluminum siding. The rear accessory structure has a gable
roof and siding that matches the main house.
This house is shown on the 1923 Sanborn Map. In 1959 a bedroom was added. Considerable interior changes were made in 1975. A family room was added, and the location of the dining room and kitchen-family room were reversed. A ribbon driveway, the only on the block, extends from 18th Avenue to the rear of the property.

745 18th Avenue NE
This 2-story, rough stuccoed hollow tile house is in the Mediterranean Revival style of architecture. It has an irregular plan and has a combination of hip, mansard and gable style roofs covered with barrel shaped terra cotta tiles. The fenestration facing the street at ground level has three arched, glass double doors that have divided lights. The arched motif is incorporated into the entry portico, the windows of the east ground level extension and the garden wall openings. Upper level windows are primarily 6/6 double hung sash. The east garden is enclosed by a chest high wall that is stuccoed to match the house. All garden entrances have metal ornamental gates. The garage off the alley with its second floor residential quarters is stuccoed and roofed to match the main house.

The house and the 1-story cement tile garage were constructed in 1926 by C.W. Sensenbaugh at a cost of $15,000. The contractor for the 8-room house was W.D. Berry. In 1935 a 2-story, 2-room addition was put on the house. Architect Dupont designed servants' quarters on the 2nd floor of the garage in 1940. In 1979, a pool was added, and a year later a family room.

746 18th Avenue NE
This 2-story hollow tile, rough stucco clad house is an example of Mediterranean Revival style architecture. It has an irregular plan and flat roof, parapet walls of which are accented with barrel shaped terra cotta coping tiles. The one story entry section has a sloped roof with barrel shaped terra cotta roofing tiles. The front entry, accessed by decorative terra cotta steps with decorative metal guard rails, has an arched ensemble of a carved raised panel wooden door and glass sidelights. The window immediately east is in the same design. Decorative ceramic tiles are inlaid into the stucco above the first and second floor north windows. The fenestration primarily has double-hung sash windows with 6/6 lights. Other notable architectural features include a west end, exterior chimney and decorative terra cotta canals.

The property card for this house indicates that it was constructed in 1924 by P.M. Murphy at a cost of $8,000. F.J. Burns resided there for at least 35 years starting in 1926. That same year a 2-story, 2-room addition was added to the garage.
756 18th Avenue NE
This 2-story house is basically an American Foursquare design with Italian influence. The prominent hip and shed design roof with its barrel shaped red terra cotta roofing tiles, the deep overhanging eaves with decorative wooden brackets, and the smooth stucco walls evoke the image of detached grand Italian houses. The fenestration consists of double hung sash windows with 6/6 lights. An entrance porch with a hip roof, overhanging eaves and pointed arches is prominent on the north elevation. Other notable architectural elements include a south offset chimney and decorative ceramic tile and terra cotta crests.

The house was constructed according to the property card, in 1925 by Hallowell. In the late 1980s it was lived in by Paul Tash, current CEO of the Tampa Bay Times, who added a pool to the property.

Setting
Located within the Historic Old Northeast neighborhood, between Walnut Street and Elm Street, the 700 block of 18th Avenue Northeast is situated three blocks west of North Shore Park and midway between 5th and 30th Avenues, the southern and northern boundaries of the neighborhood. The immediate area is almost entirely single-family residential. The stately homes on the block were constructed between 1922 and 1929. By 1924, the immediate neighborhood was being built out. The 1924 city directory records two homes each on the 600 and 700 blocks of 18th Avenue Northeast (636, 645, 726, 736) and four homes on the 800 block (805, 806, 809, and 825).

The 700 Block of 18th Avenue Northeast Historic District has retained excellent integrity of setting, design, materials and workmanship. Modern alterations of the homes are minimal and all still exhibit a remarkable degree of integrity of both design and material.

The retention of the hexblock sidewalks, brick street, granite curbing as well as individual landscape features such as the cast concrete walls and gates and the mature tropical landscaping further contributes to the integrity of the setting.
STATEMENT OF SIGNIFICANCE

Historical Context

Development of the Historic Old Northeast

On December 15, 1909, C. Perry Snell and James C. Hamlett formed the real estate company of Snell and Hamlett and together began to purchase vast tracts of farmland and wilderness north of the downtown area stretching to the tip of Coffee Pot Bayou. These purchases became some of the earliest planned neighborhoods of St. Petersburg. One of the largest purchases was of the "Tinson-Tunno-Flannery Property" stretching from 9th Avenue North to Coffee Pot Bayou. At the request of the property owners, the City annexed this land in 1914. This land was divided into numerous small subdivisions, including the 1916 Snell and Hamlett's North Shore Addition Replat which solely consisted of blocks 67 and 68. Snell and Hamlett made many land improvements prior to selling the individual lots for development, including the Coffee Pot seawall, roads, sewers and gas lines. Snell also invested in a trolley line to create easy access to the new subdivisions.

Snell and Hamlett promoted the North Shore neighborhood as the premier residential section of St. Petersburg. Deed restrictions were placed on the properties sold requiring all homes face north or south, with the exceptions of corner lots. All homes were to cost a minimum of $5,000. Livestock was not permitted to be kept in the premises. African Americans were not permitted to live in the primary homes, though those employed by home owners could live in the accessory buildings. Individuals who purchased lots built homes of varying architectural styles, including Mediterranean, Craftsman, Prairie, Mission, Tudor, Colonial and vernacular versions of these styles.

Although a number of the houses were constructed in the teens, the majority of the land was developed in the 1920s, 30s, and 40s. Following World War II, predominantly one-story homes were built on the remaining lots. More recently, larger homes have replaced a number of those located on Coffee Pot Bayou.

The neighborhood grew until the boundaries included the land from Fifth Avenue North to Thirtieth Avenue North. The eastern boundary stretched from Tampa Bay north to Coffee Pot Bayou. The Fourth Street North Business District defines the western boundary. The waterfront became the site of grand homes facing the bay and a string of parkland stretching south to downtown. Throughout the rest of the neighborhood, more modest homes randomly
alternate with larger ones, creating a unique blend of styles and sizes, appealing to a diverse group of homeowners.

The neighborhood's early 20th century development pattern resulted in narrow, gridded streets with spacious sidewalks, alleys, and deep narrow lots. The homes were built in a traditional pattern with porches and entryways to the front and garages to the rear. Although most homes are single-family, there are a number of small, high-quality early 20th century and mid-century modern apartment buildings located primarily in the southern part of the neighborhood.

Today, the neighborhood is still characterized by a diversity of architectural styles, waterfront green space, brick streets, granite curbs, hex block sidewalks and front porches. An enveloping street tree canopy reinforces the pedestrian quality of the neighborhood. Preserved waterfront parks form the eastern boundary of the neighborhood. To the west, on Fourth Street, Sunken Gardens has undergone major restoration and the business district is the site of redevelopment into a dining, retail and business corridor leading to downtown. The North Shore National Register District was created in 2003.

The 700 Block of 18th Avenue displays a remarkable architectural diversity, even within the context of the Historic Old Northeast neighborhood.

**Significance**

**Architecture**

(1) It has distinguishing characteristics of an architectural style valuable for the sturdy of a period, method or construction of use of indigenous materials.

The 700 Block of 18th Avenue displays a remarkable architectural diversity, even within the context of the Historic Old Northeast neighborhood. Each of the residential structures is of a unique design. Five of the ten residential structures were built in the Mediterranean Revival style, two are American Foursquare, one is Colonial Revival, one is Mission Revival, and one is considered a Frame Vernacular.

Three of the homes (725, 735, and 746) were constructed by P.M. Murphy of the Schooley-Murphy Company. Schooley-Murphy was know for using hollow tile in constriction and designing in the Mediterranean Revival and Mission Revival Style. They constructed numerous homes throughout St. Petersburg with concentrations in the Snell Isle, Euclid, Pasadena, Lakewood, and North Shore Neighborhoods. They also constructed several commercial and multi-family
structures such as the Tamiami Hotel and the Schooley-Murphy Hotel and office building.

**Community Planning and Development**

(1) Its character is a geographically definable area possessing a significant concentration or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.

(2) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation.

(3) Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

The 700 Block of 18th Avenue Northeast Historic District is an intact example of the typical suburban development expanding from the core of St. Petersburg in the booming 1920s. It displays a rich mix of architectural styles to suit buyers from around the country who were flocking to St. Petersburg.

The 700 Block of 18th Avenue Northeast is carved out of a later subdivision of J.C. Hamlett and C. Perry Snell's North Shore Addition. Despite the inclusion of two separate platted blocks, the homes facing one another on 18th Avenue form a definable sub-neighborhood with unifying characteristics within the larger neighborhood.

The development of the North Shore as one of the premier residential neighborhoods in the city is clearly readable within the block with the fine single family homes located along the brick avenue. True to the tradition of Snell and Hamlett's development, all the homes were constructed by the individuals who purchased the lots and the styles vary according to personal taste.

Sources Consulted
Newspaper

*St Petersburg Times*, 1923-1929.

*Evening Independent*, 1922-1929.

Other Sources


City of St. Petersburg, property cards

National Park Service, United Stated Department of the Interior, National Register of Historic Places Program.


When You Think Of Schooley-Murphy

Hollow Tile and Stucco Homes, you think of character, economy, satisfaction, practicability, ideal location, highest values, spacious rooms, perfect ventilation.

Make Us Prove It.

CONSULT:

P. M. Murphy  S. V. Schooley
625 14th Ave. N.  311 First Ave. North
Phone 1049-L  Phone 1013-M

Or Your Favorite Real Estate Man.
John Carson, prominent St. Petersburg and Evansville, Ind., businessman, sportsman, and civic worker, died yesterday afternoon at 3:45 o'clock at his home, 700 Eighteenth Avenue northeast, following an illness of several months.

The body will lie in state until 6 o'clock this evening at the Wilhelm chapel. Funeral services will be held Monday afternoon at 3 o'clock in Evansville, where burial will take place.

Mr. Carson, a resident of this city since 1930, operated a number of Coca-Cola bottling plants in several northern cities, including large plants in Evansville.

Known for Charities

John Carson, prominent St. Petersburg and Evansville, Ind., businessman and civic leader, who died here yesterday.

a director of the Elks Harry-Anna Crippled Children's home at Jumilla.

Mr. Carson was well known to members of the local Elks lodge.
Operating Mountain Railroad

Helping his uncle who was the builder of the incline railroad up Lookout mountain, he was the first to take a train up the incline. Previous to this he had worked with Mr. Crain on the construction of Chickamauga Natural park in Chattanooga.

After the three years in Chattanooga he went to Paducah, Ky., where he, with his father and brother, Luther, obtained bottling rights for Coca-Cola in that district and opened a plant in March, 1903.

After two successful years in Paducah, he and his brother, Luther J. Crain, bought the franchise for portions of Indiana, Illinois and Kentucky and opened a plant at Evansville, Ind.

He soon became one of the leading business men of Evansville. He began enlarging his plants and eventually acquired 11 large plants in three states.

During his years in Evansville he was active in numerous organizations, including the Evansville Country club. He was a Mason and an honorary life member of both the Elks and the Shrine. He also was past grand ruler of the Elks.

John Crain, Sr. prominent St. Petersburg and Evansville, Ind., businessman, sportsman and civic worker, died quietly yesterday afternoon at 3:45 o'clock at his home, 708 Eighteenth avenue northeast.

Mr. Crain, who moved here from Evansville in 1903, was known as a tireless advocate of game and fish conservation. He was a prominent worker in behalf of various charitable organizations, and was named a director of the Elks' Harry-Anna Crippled Children's home at Umatilla in 1931.

Maintained Own Preserve

He owned a game and fish preserve on the Wisconsin river and maintained his fishing boat, the Loom. His sports activities had been curtailed in recent months, however, because of ill health.

Mr. Crain was born on July 10, 1870, in the little town of Kirby, Ky., the son of Tom C. and Nellie Crain.

As a boy he attended the public school as any other lad and enjoyed no more than the ordinary boy's chances. Working with his father, he made no great name for himself, but was well liked by the people of that town.

He married Nellie Wilson, of Chattanooga, Tenn., while living in Kirby, and in 1900 he moved to Chattanooga to enter business with his uncle, John J. Crain.

Operating Mountain Railroad

Helping his uncle who was the builder of the incline railroad up Lookout mountain, he was the first to take a train up the incline. Previous to this he had worked with Mr. Crain on the construction of Chickamauga Natural park in Chattanooga.

After the three years in Chattanooga...
NOAH W. WILBUR

Noah Webster Wilbur, 90, winter visitor here for the past 10 seasons from Chattanooga, Tenn., died Saturday morning at 3 o'clock at his home, 706 Eighteenth Avenue northeast. He was a retired realtor.

He is survived by four daughters, Mrs. John Carson and Mrs. Eva Perzina of this city; and Mrs. Willard Clippinger, Lookout Mountain, Tenn.; and Mrs. E. W. Scott, River Forest, Ill.; three sons, Webster Wilbur of St. Louis, Mo., Louis Wilbur of Bedford, Ind., and Jerry Wilbur of Johnstown, Pa.; and a brother, Woren Wilbur, Quincy, Mich.

The body will be sent to Chattanooga, this afternoon for funeral services and interment. Local arrangements are in charge of the J. W. Wilhelm funeral home.
Succumbs

ITALO-FRENCH CRISIS GROWS OVER COLONY

Tension Increased by Rioting

PARIS.—(UP) — Something like a European crisis has arisen over Italy's "unofficial" clamor for French-protected Tunisia.

Italian and anti-Italian demonstrations and disorders in the French north African protectorate, heavy reinforcement of the mobile guard there and reports that Italians in Tunisia were planning to defend themselves were the present factors of the near-crisis yesterday.

Reports from the French-Spanish border that 4,000 Italian troops were massed in insurgent Spain just across the Pyrenees from France emphasized fears that Italy might be preparing to translate agitation into military action.

In the style of street demonstrations in Italy which followed Foreign Minister Ciano's Nov. 50 speech on Italian "aspirations," thousands of French students...

DEATH CLAIMS JOHN CARSON AT HOME HERE

Body Will Lie in State Today
St. Petersburg Landmark Designation Application

Name of Property _700 Block of 18th Avenue NE Historic District_    Photo Page 1

705 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District Photo Page 2

706 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District  Photo Page 3

715 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property: 700 Block of 18th Avenue NE Historic District  Photo Page 4

725 18th Ave
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District  Photo Page 5

726 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District  Photo Page 6

735 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property_ 700 Block of 18th Avenue NE Historic District_ Photo Page 7_

736 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property: 700 Block of 18th Avenue NE Historic District  
Photo Page 8

745 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property: 700 Block of 18th Avenue NE Historic District  Photo Page 9

746 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District  Photo Page 10

756 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property: 700 Block of 18th Avenue NE Historic District
Maps Page: 1

MAPS

Map Showing District Boundaries
St. Petersburg Landmark Designation Application

Name of Property: 700 Block of 18th Avenue NE Historic District
Maps Page: 2

Property Owner Consent for Initiation of Designation

Letter of Intent to Apply for Designation as a Historic District

The below signed property owners on the 700 block of 18th Avenue NE between Elm Street and Walnut Street would like to complete an application to have our block designated a historic district.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elizabeth &amp; David Schilder</td>
<td>748 18th Ave NE</td>
<td></td>
</tr>
<tr>
<td>Ward and Mary Anne Barta</td>
<td>745 18th Ave NE</td>
<td></td>
</tr>
<tr>
<td>Dave &amp; Alexis Novak</td>
<td>735 18th Ave NE</td>
<td></td>
</tr>
<tr>
<td>T. Kim Cromwell &amp; Kathleen Cote</td>
<td>706 18th Ave NE</td>
<td></td>
</tr>
<tr>
<td>William &amp; Catherine Cobb</td>
<td>726 18th Ave NE</td>
<td></td>
</tr>
<tr>
<td>Jerry &amp; Mary Jo Robinson</td>
<td>705 18th Ave NE</td>
<td></td>
</tr>
<tr>
<td>Matthew &amp; Mary Gregg</td>
<td>756 18th Ave NE</td>
<td></td>
</tr>
</tbody>
</table>
St. Petersburg Landmark Designation Application

Name of Property: 700 Block of 18th Avenue NE Historic District  Maps Page: 3
Appendix D
Public Comment
No public comment has been received as of February 7, 2017.
Appendix E

Ballot Initiating Application to Consider Designation and
Summary of Returns
OFFICIAL BALLOT
Must be returned or postmarked on or before March 7, 2017.

I, _______________________________, owner of the property located at _______________________________, St. Petersburg, Florida 33704:

☐ SUPPORT
☐ DO NOT SUPPORT

Initiating an application to consider designation as a local historic district. The proposed district boundary includes a portion of 18th Avenue Northeast, bound by Walnut Street NE to the west and Elm Street NE to the east, as shown on reverse. A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

_________________________  _______________________
(Signature)                (Date)

Ballot Instructions:

Please sign and return this ballot on or before March 7, 2017. The ballot may be:

- Delivered in person to the Urban Planning and Historic Preservation Division, 8th Floor of the Municipal Services Center, One Fourth Street North, St. Petersburg, FL 33701;
- Mailed to Official Ballot, 18th Ave. NE LHD c/o Laura Duvekot, Urban Planning & Historic Preservation Division, PO Box 2842, St. Petersburg, FL 33731-2842.

A demonstration of support from 50% + one (1) of the tax parcels located within the proposed boundary is required for this application to proceed to the Community Planning & Preservation Commission ("CPPC") and City Council. The application will be deemed complete immediately upon receipt of "support" votes representing at least six (6) of the tax parcels.

The response for each tax parcel will be counted as one (1) vote; in the case of conflicting votes among multiple owners of a single tax parcel, the vote will be counted as nonsupport. Following return of the ballot, your position may not be changed for the purposes of meeting the minimum requirements to initiate the application.

Ballots not received or postmarked on or before March 7, 2017 will be recorded as a nonresponse and counted as a "do not support" vote.

This vote is to initiate the application process only; it does not finalize the decision of whether a historic district will be officially created. If sufficient support is demonstrated and the application forwarded to the CPPC and City Council, you will be given a minimum of 10 days notice of a public hearing at which you may provide input regarding the potential district designation.
# 700 Block of 18th Ave NE Local Historic District – Ballot Returns

<table>
<thead>
<tr>
<th>Address</th>
<th>Name</th>
<th>Vote</th>
<th>Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1S 705 18th Ave NE</td>
<td>Robinson, Jerry</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td></td>
<td>Robinson, Mary Jo</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>2S 706 18th Ave NE</td>
<td>Cote, Kathleen A</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td></td>
<td>Cromwell, Teresa K</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>3S 726 18th Ave NE</td>
<td>Cobb, Catherine Rcss</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td></td>
<td>Cobb, William T. Jr.</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>4S 735 18th Ave NE</td>
<td>Novak, Alexis</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td></td>
<td>Novak, David</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>5S 745 18th Ave NE</td>
<td>Boston, Ward III</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td></td>
<td>Boston, Mary Anne</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>6S 746 18th Ave NE</td>
<td>Skidmore, Elizabeth H</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td></td>
<td>Skidmore, J David Jr.</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>7S 756 18th Ave NE</td>
<td>Grecsek, Matthew</td>
<td>Support</td>
<td>1/17/2017</td>
</tr>
<tr>
<td></td>
<td>Grecsek, May</td>
<td>Support</td>
<td>1/17/2017</td>
</tr>
</tbody>
</table>
Appendix F
Excerpts from National Register Nomination for North Shore Historic District
United States Department of the Interior
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in How to Complete the National Register of Historic Places Registration Form (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

I hereby certify that the property is:

☐ Centered in the National Register
☐ determined eligible for the National Register
☐ removed from the National Register
☐ other, (explain)

1. Name of Property

historic name NORTH SHORE HISTORIC DISTRICT PL 9640

other names/site number Old Northeast Residential Neighborhood

2. Location

street & number Bounded by 4th St N, 5th Ave N, Tampa Bay, 30th Ave N N/A ☐ not for publication

city or town St. Petersburg N/A ☐ vicinity

state FLORIDA code FL county Pinellas code 103 zip code 33701/04

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this ☒ nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. I recommend that this property be considered significant ☐ nationally ☐ statewide ☒ locally. (☐ See continuation sheet for additional comments.)

Barbara C. Matlick, DSHP O for S&R 1-2-03

Signature of certifying official/Title Date

Florida State Historic Preservation Officer, Division of Historical Resources

State or Federal agency and bureau

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. (☐ See continuation sheet for additional comments.)

Signature of certifying official/Title Date

State or Federal agency and bureau

4. National Park Service Certification

Thereby certify that the property is:

☐ entered in the National Register
☐ determined eligible for the National Register
☐ determined not eligible for the National Register
☐ removed from the National Register
☐ other, (explain)

Signature of the Keeper Date of Action

☐ See continuation sheet
☐ See continuation sheet
☐ See continuation sheet
☐ See continuation sheet
## 5. Classification

<table>
<thead>
<tr>
<th>Ownership of Property</th>
<th>Category of Property</th>
<th>Number of Resources within Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Check as many boxes as apply)</td>
<td>(Check only one box)</td>
<td>(Do not include any previously listed resources in the count)</td>
</tr>
<tr>
<td><strong>private</strong></td>
<td>buildings</td>
<td>Contributing: 2,975 Noncontributing: 514 buildings</td>
</tr>
<tr>
<td><strong>public-local</strong></td>
<td>district</td>
<td><strong>3</strong></td>
</tr>
<tr>
<td><strong>public-State</strong></td>
<td>site</td>
<td><strong>0</strong></td>
</tr>
<tr>
<td><strong>public-Federal</strong></td>
<td>structure</td>
<td><strong>4</strong></td>
</tr>
<tr>
<td></td>
<td>object</td>
<td><strong>2,982</strong></td>
</tr>
</tbody>
</table>

### Name of related multiple property listings

(Enter "N/A" if property is not part of a multiple property listing.)

N/A

### Number of contributing resources previously listed in the National Register

0

## 6. Function or Use

### Historic Functions

(Enter categories from Instructions)

- DOMESTIC/Single Dwellings
- DOMESTIC/Multiple Dwellings

### Current Functions

(Enter categories from Instructions)

- DOMESTIC/Single Dwellings
- DOMESTIC/Multiple Dwellings

## 7. Description

### Architectural Classification

(Enter categories from instructions)

See continuation sheet: Section 7, Page 8

### Materials

(Enter categories from instructions)

- foundation: Brick
- walls: Wood
- Stucco
- roof: Asphalt
- other: Wood: Porch

### Narrative Description

(Describe the historic and current condition of the property on one or more continuation sheets.)
8. Statement of Significance

Applicable National Register Criteria
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield information important in prehistory or history.

Criteria Considerations
(Mark "x" in all the boxes that apply.)

Property is:
- A owned by a religious institution or used for religious purposes.
- B removed from its original location.
- C a birthplace or grave.
- D a cemetery.
- E a reconstructed building, object, or structure.
- F a commemorative property.
- G less than 50 years of age or achieved significance within the past 50 years

Period of Significance

- c. 1910-1950

Significant Person

- N/A

Cultural Affiliation

- N/A

Architect/Builder

- Architect: Unknown
- Builder: Unknown

9. Major Bibliographical References

Bibliography
(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):
- preliminary determination of individual listing (36 CFR 36) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey
- recorded by Historic American Engineering Record

Primary location of additional data:
- State Historic Preservation Office
- Other State Agency
- Federal agency
- Local government
- University
- Other

Name of Repository

#
NORTHSHORE HISTORIC DISTRICT

Name of Property

10. Geographical Data

Acreage of Property 425 approx.

UTM References
(Place additional references on a continuation sheet.)

Zone Easting Northing Zone Easting Northing
1 173 385 40 307 5860 3 173 340 160 307 4700
2 173 339 060 307 5860

Verbal Boundary Description
(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification
(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Kate Hoffman, Historic Consultant/Carl Shiver, Historic Sites Specialist
date January 2003
organization Florida Bureau of Historic Preservation
street & number R.A. Gray Building, 500 S. Bronough Street
telephone (850) 245-6333
city or town Tallahassee state Florida zip code 32399-0250

Additional Documentation
Submit the following items with the completed form:

Continuation Sheets
Maps
A USGS map (7.5 or 15 minute series) indicating the property's location.
A Sketch map for historic districts and properties having large acreage or numerous resources.
Photographs
Representative black and white photographs of the property.

Additional Items
(check with the SHPO or FPO for any additional items)

Property Owner
(Complete this item at the request of SHPO or FPO.)

name N/A
street & number

city or town
state
zip code

Papework Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and amend listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reduction Projects (1024-0018), Washington, DC 20503.
SUMMARY

The North Shore Historic District (also known as the Old Northeast Neighborhood) represents one of the most extensive and eclectic mixtures of residential architecture in the city of St. Petersburg. It comprises early to mid-twentieth century houses and apartment buildings interspersed with 1950s era and later infill construction. This district includes a high percentage of architectural styles that typify the Florida Land Boom era of the 1920s and that reflect the broad settlement patterns of the city of St. Petersburg. It encompasses approximately 425 acres and contains a variety of residential architectural styles, including Frame Vernacular, Masonry Vernacular, Classical Revival, Colonial Revival, Craftsman/Bungalow, Prairie, Mediterranean Revival, Minimal Traditional, Mission, Tudor Revival, Ranch, Art Moderne, and Monterey. The contributing resources in the district consists of one- and two-story residences built between c. 1910 and c. 1950. Of the 3,489 buildings in the district, 2,975 are contributing and 514 are noncontributing, a ratio of 77 percent contributing to 23 percent noncontributing. Of the contributing buildings, 1,305 (43 percent) represent garages or garage apartments. In addition to the residential buildings, the district also contains three landscaped traffic circles (plazas) and four contributing objects: two pergolas, an urn, and a fountain. Noncontributing buildings include those that were erected prior to 1950 that have lost their historic physical integrity through alterations made less than fifty years ago and those that were constructed after 1950.

SETTING

The city of St. Petersburg is located on the west coast of central Florida, in Pinellas County, at the south end of the Pinellas Peninsula, which separates Tampa Bay from the Gulf of Mexico. Other communities found on the peninsula, like Clearwater, Largo, Pinellas Park, and Gulfport, have grown with St. Petersburg to form an almost continuous urban landscape. St. Petersburg and its surrounding communities are part of the St. Petersburg/Tampa metropolitan area which has a population of more than 2,000,000 residents. The city is connected to Tampa and its environs by bridges across the bay, and to Bradenton and Sarasota by the twin span, 15 mile Sunshine Skyway Bridge across Tampa Bay and a part of the Gulf of Mexico. St. Petersburg has a subtropical climate and is principally a resort and residential city. The economy depends largely on tourism through visitors to the many beaches along St. Petersburg’s 33 miles of waterfront. Focal points of downtown tourist activity are Bayfront Auditorium and the Municipal Pier, both of which are located on Tampa Bay.

The North Shore Historic District is located north of downtown St. Petersburg on relatively high and well-drained land that slopes toward the water. It is bounded on the west by the 4th Street commercial area, on the east by Coffee Pot Bayou and Tampa Bay, on the north by 30th Avenue, and on the south by 5th Avenue. The dominant geographic theme is the waterfront, as virtually all areas of the neighborhood are in close proximity to the shores of either Tampa Bay or Coffee Pot Bayou.
NORTH SHORE HISTORIC DISTRICT
PINELLAS COUNTY, FLORIDA
DESCRIPTION

PHYSICAL DESCRIPTION

The district consists of 160 partial or complete blocks. With the exception of Granada Terrace, subdivisions within the current neighborhood, as originally platted, consist of a network of parallel streets and avenues with associated alleys. Today, the street and block pattern maintains the same configuration as the original plats, and many of the streets and alleys retain the red brick paving original to the neighborhood. (Photos 1-2). A total of sixteen north-south streets and twenty-six east-west avenues traverse the neighborhood which is laid out on a rectangular grid system, except along the meandering waterfront (Photo 3) and within the Granada Terrace subdivision. It is connected via several major thoroughfares, including North Shore Drive Northeast and Beach Drive on the eastern edge and 4th Street on the western perimeter. The primary internal arteries are 1st Street, 9th Avenue, 22nd Avenue, Beach Drive, and Locust Street. Today, five non-historic entry monuments mark the major gateways into the neighborhood: the Snell Isle Bridge, 22nd Avenue, Beach Drive, and 1st Street (Photo 4). All of these structures lie outside the boundaries of the historic district.

The district is primarily composed of single family residences on single lot parcels (Photo 5). The majority of the houses within the district are owner occupied, particularly in that area north of 9th Avenue. In addition to the residences, a substantial number of outbuildings, including garages and garage apartments, exist (Photos 6 and 7). The neighborhood reflects the early influence of automobiles through its original garage outbuildings that architecturally complement the main houses. Garage entrances are relegated to parallel alleys located to the rear of the house, and many of these original garages remain with only minor modifications (Photos 8 and 9). The district also maintains many features of the original streetscape such as brick streets, granite curbs, hexagonal block sidewalks, and lush landscaping (Photos 10, 11, 12, and 13). Many of these elements remain in good to excellent condition. Contributing apartment buildings also exist within the district (Photos 14, 15, and 16), as well as four contributing objects, three of which are associated with the Granada Terrace subdivision. These resources include the Plaza Andalusia Pergola, the Granada Vista Pergola, and the Plaza Valencia Urn located within small parks with tropical landscaping (Photos 17, 18, and 19). The fourth contributing object consists of a fountain located at 2800 1st Street North (Photo 20).

Present Appearance

The North Shore District, which represents the largest and most intact residential neighborhood in St. Petersburg, developed from its southern perimeter (5th Avenue) northward. More than two dozen different subdivision plats and re-plats are recorded in the county record books, but today the entire neighborhood is called North Shore. The largest plat in the neighborhood is Snell and Hamlett’s North Shore subdivision, which along with Granada Terrace, contains some of the most distinctive residential buildings in the city. Examples include the Classical Revival style home located at 836 16th Avenue Northeast, the Mediterranean Revival style residence situated at 1400 Beach Drive Northeast, the Georgian style residence located at 201 14th Avenue North, and the Renaissance Revival style house located at 206 25th Avenue North (Photos 21, 22, 23, and 24).
The buildings in the North Shore District exhibit a variety of forms and styles dating from the c. 1910-1945 time period. The majority of the outbuildings reflect the style characteristics of the main structure on the property. The most common styles include Frame Vernacular and Bungalow, which account for 26 percent and 25 percent of the buildings, respectively. Other prevalent styles include Prairie (11 percent), Georgian (13 percent), Mediterranean Revival (8 percent), and Masonry Vernacular (5 percent).

The earliest intact subdivisions in the North Shore neighborhood date from the 1890s and are located in a two block area south of 9th Avenue. This region contains almost all of the buildings constructed before 1913. Over thirty subdivisions were platted between 1910 and 1917. The most significant include Snell & Hamlett’s North Shore and Bayview additions (1910), Erastus A. Barnard’s subdivision (1910), North Bay Heights (1912), Jackson’s subdivision (1912), and Colonial Heights (1917). By 1918, most of the areas were subdivided, but few buildings had been constructed. The remaining major subdivision was Perry Snell’s Granada Terrace, which was platted in 1924. Granada Terrace, which fronts Coffee Pot Bayou, features a Spanish theme, curvilinear streets, circular and oblong green spaces, and decorative landscape structures. The residences located at 2320 Andalusia Way Northeast and 2326 Andalusia Way Northeast represent the Mediterranean Revival typical of this subdivision (Photos 25 and 26). Both are considered to be contributing features of the neighborhood.

A total of 109 existing buildings in the neighborhood were constructed between 1914 and 1918. The dominant architectural styles of these early subdivisions were Frame Vernacular, Masonry Vernacular, and Craftsman/Bungalow. Many of the early residences in the neighborhood are simple one-story and two-story wood frame vernacular structures. An interesting example of the Frame Vernacular style is located at 195 23rd Avenue North (Photo 27). This two-story house features a cross-gable extension with a louvered vent, a side-gable roof, an offset entrance, and a porch with simple columns. The windows consist of double-hung sash and the exterior decoration is minimal.

Another early Frame Vernacular house is located at 940 Locust Street NE (Photo 28). This one-story house features a steeply–pitched gabled roof with a louvered vent and a cross-gable extension. Windows are double hung, and the house has an offset entrance. The original porch is now enclosed with wooden double-hung windows; but this enclosure also appears to be historic.

The largest amount of building construction took place during the Florida Land Boom years of the 1920s. More than 1,000 buildings in the neighborhood date to this period. Dominant architectural styles include Bungalow, Prairie, Frame Vernacular, Colonial Revival, and Mediterranean Revival. Also associated with the 1920s Land Boom period are a number of Tudor Revival, Renaissance Revival, and Classical Revival residences.
A substantial number of the residences in the neighborhood exhibit the Craftsman/Bungalow influence. The most common type of house to which this style was applied was the one-story and one and a half story residence. An ornate and interesting example is the residence located at 806 18th Avenue Northeast (Photo 29). The low roof pitch of this one-and-one-half story building emphasizes the horizontal intent of the design. The exterior wall fabric consists of wood shingle and brick mixed with concrete fragments set in a random pattern. An entrance porch extends from the facade and features decorative trusswork, truncated columns, and massive piers. A prominent end chimney rises from the west side of the building. Another example of a less elaborate two-story Bungalow is located at 445 11th Avenue Northeast (Photo 30).

Examples of undecorated and simple Bungalow influenced residences common throughout the neighborhood include those located at 325 19th Avenue Northeast and 526 16th Avenue Northeast (Photos 31 and 32).

The residence at 535 20th Avenue Northeast represents the Prairie style (Photo 33). This building exhibits a basic rectangular main unit with two one-story extensions. The roofs exhibit a low pitch with wide overhanging eaves. Paired brackets, while not a common element associated with this style, extend from the center of the facade. Pairs of double-hung sash windows flank the main entrance. The same type of window pierces the facade above the porch. Other examples of the Prairie style include the residences located at 125 8th Avenue Northeast and 245 8th Avenue Northeast (Photo 34 and 35).

Frame Vernacular houses are found throughout the neighborhood. A particularly notable example is the house located at 635 17th Avenue Northeast (Photo 36), because of its association with Babe Ruth, who occupied in the house during the 1920s when the New York Yankees baseball team did their Spring Training in the Tampa Bay area. Another vernacular building associated with the team, and which is unique in the North Shore Historic District, is a one-story log building located at 740 14th Avenue NE (Photo 37). This building, which sits on the back of the lot on the alley and is partially obscured by dense vegetation, served as the Yankee clubhouse during the 1920s.

Another Frame Vernacular house typical of those found throughout the neighborhood is located at 206 8th Avenue North (Photo 38). This two-story frame house features a low hip roof with a central gable vent and a wide veranda, now enclosed as a screened porch.

An example of a Colonial Revival house is located at 300 8th Avenue Northeast (Photo 39). This frame building consists of a center block plan with a west wing. The gabled roof features a central gabled dormer. Fenestration consists of paired, double-hung sash windows with six-over-one lights. A portico with an arched roof and column supports is centered on the main facade. Another Colonial Revival style building is the house located at 605 17th Avenue Northeast (Photo 40). Although less elaborate than the previously discussed
residence, this one-story frame house exhibits the central block with wing, gable roof, paired sash windows and portico typical of the Colonial Revival style.

The Dutch influenced variant of the Colonial Revival style is also found within the North Shore District. A representative example is located at 215 11th Avenue North (Photo 41). This building features a center block with wing plans, and a gable roof with a combination hip and shed dormer. The roofing material is slate, and the exterior walls consist of brick and stucco. A portico with an arched roof and Tuscan column supports is centered on the facade. A larger and somewhat more elaborate example, which faces the waterfront, is located at 1416 North Shore Drive Northeast (Photo 42).

Hegado Apartments, located at 210 22nd Avenue Northeast represents a large and ornate example of the Mediterranean Revival style (Photos 14 and 15). This building features a U-shaped plan and a flat roof with an encircling parapet. A tiered arcade with a shed roof extends from the inside walls that face a landscaped courtyard. The inside corners of the building have hip roof towers with narrow casement windows, and terra cotta crests adorn the base of each tower. Two sets of arched windows with spiral column dividers exist on the third story. Examples of Mediterranean Revival style residences include those located at 555 16th Avenue Northeast, 2321 Brevard Road Northeast, and 2320 Brevard Road Northeast (Photos 43, 44, and 45).

An example of a Masonry Vernacular residential building is located at 224 12th Avenue North (Photo 46). This building is constructed of concrete block finished with stucco and features a low-pitched roof with enclosed overhanging eaves. The only decorative feature consists of a round crest located in the center of the facade.

Although not a dominant style in the neighborhood, several buildings were constructed in the Mission style. San Rafel Apartments, located at 360 13th Avenue Northeast, represents a good example (Photo 47). This apartment building features a central curvilinear parapet and a domed tower. An arcade with round arches, which is currently partially enclosed, originally extended the length of the facade. The tower has two groups of recessed windows accentuated by spiral columns and topped with blind arches. The Old Northeast Bay Apartments located at 205 16th Avenue Northeast represents another less ornate example of a Mission style commercial building (Photo 48).

An example of a single family Mission style residence is located at 725 18th Avenue Northeast (Photo 49). This building has a flat roof with two curvilinear parapets. The exterior fabric is rough stucco and fenestration consists of single and triple double-hung sash windows. Decorative elements include ceramic tile appliqués, barrel tile parapet cresting, canals, and barrel tile roofs. Other examples include the residences located at 114 19th Avenue Northeast, 156 19th Avenue Northeast, and 162 19th Avenue Northeast (Photos 50, 51, and 52).
Several Tudor Revival Style buildings exist throughout the neighborhood. A common example is the residence located at 136 21st Avenue Northeast (Photo 53). This building features design elements typical of the style: a steeply-pitched gable roof, recessed arched entrance, decorative half-timbering, and an exterior chimney. Another Tudor Revival style house is located at 116 21st Avenue Northeast (Photo 54). Like the one previously described, this building also features a sharply-pitched gable roof and decorative half-timbering.

Although not as popular as other architectural revival styles, the Renaissance Revival style is represented in the North Shore district. One example is the residence at 1730 Beach Drive Northeast (Photo 55). This building features a low-pitched hip roof with barrel tile and wide eaves supported by decorative brackets. An ornate cornice encircles the main block of the house. The second story contains various groupings of casement windows with the spaces between the windows accented by masonry boxes filled with pebble-dash stucco. The main entrance, which consists of a pair of eight-panel doors, topped by a transom, is located in a flat roof sun porch that extends from the east side of the house. A one-story hip extension with notched rectangular openings projects from the northern elevation. Other decorative features include a round balconette, masonry window boxes, and sconces.

The house at 656 18th Avenue Northeast represents a less elaborate example of this style (Photo 56). It consists of a central block main unit with two projecting wings. The roof is clad with ceramic barrel tile and the eaves exhibit support brackets. The exterior fabric is brick and the central doorway includes fanlight and sidelight surrounds. A flat roof portico with paired columns extends from the main facade to cover the main entrance.

A fine example of a Classical Revival style home is “Seven Oaks” located at 1700 North Shore Drive Northeast (Photo 57). This grand building includes a symmetrical facade dominated by a full-height pedimented gable portico supported by massive Ionic colonnades. A balustraded balcony extends from the second story above the main entrance. Fenestration consists of double-hung sash windows with nine panes per window frame and a fan light above the entrance door. Another impressive example with a wrap-around second story balcony and pedimented portico is located at 166 6th Avenue Northeast (Photo 58). The exterior fabric of this building consists of rusticated block, while modillions accent the entablature, and massive Tuscan colonnades support the portico.

Most of the remaining available lots were developed during the 1930s and early 1940s. During the Great Depression of the 1930s, buildings constructed during this period tended to be smaller in scale and less elaborate than those built during the boom. Styles representative of this period include the vernacular designs, as well as Minimal Traditional, Ranch, Split Level, and Monterey.

Only a few examples of the Art Moderne style are found within the North Shore Historic District. The Hotel Lenox located at 325 6th Avenue North exhibits many elements characteristic of this style (Photo 59).
These include a flat roof, smooth stucco siding, masonry coping, corner pivot windows, and cantilevered overhangs. Another example is the Pan American Apartments located at 145 10th Avenue North (Photo 60). This two-story building features a flat roof and smooth stucco exterior walls. Curved balconies with horizontal pipe railings lend this building a nautical flare.

An example of a typical Ranch style residence is located at 105 17th Avenue Northeast (Photo 61). This low one-story building, which sits parallel to the street, has a low-pitched hip roof, a horizontal facade, and a corner window. A smaller Ranch style house with a low-pitched roof, casement windows, and low horizontal facade is located at 115 17th Avenue Northeast (Photo 62).

Although not prevalent, examples of the Monterey Style are scattered throughout the neighborhood. Two examples are the residences located at 224 26th Avenue North and 606 20th Avenue Northeast (Photos 63 and 64). The building at 224 26th Avenue features a low-pitched gable roof with a one-story cross-gable extension. A second story balcony covered by the principal roof faces the street and fenestration consists of double-hung sash windows with wooden shutters. The first and second stories of this residence, as well as the one at 224 26th Avenue North, exhibit different materials, a common element of the Monterey Style.

A typical Tudor Revival style building is located at 146 21st Avenue Northeast (Photo 65). The residence displays and arched entrance, a steeply pitched facade gable roof and front end chimney. The exterior fabric is frame and fenestration consists of pivot windows. Another example is located at 316 18th Avenue Northeast (Photo 66). This building also features a Tudor Revival influenced entrance, a large front-end chimney stack and a front-facing gable.

Two examples of Minimal Traditional style buildings in the historic district are the residences located at 436 20th Avenue Northeast and 516 21st Avenue Northeast (Photos 67 and 68). Both display the simple planning and vague references to historical styles that typify this type of house which had its origins in the 1930s.

ALTERATIONS

The majority of alterations within the neighborhood consist of exterior alterations, including window replacements, enclosed porches with aluminum jalousie, awning, or other modern windows, and vinyl or other siding. Most of the buildings remain structurally intact and possess good to excellent integrity. Exterior alterations to the garages and garage apartments consist primarily of modern garage doors, modern windows, and vinyl siding.
ARCHITECTURAL STYLES

1. Frame Vernacular
2. Masonry Vernacular
3. Bungalow
4. Mediterranean Revival
5. Mission
6. Colonial Revival
7. Tudor Revival
8. Art Moderne
9. Monterey
10. Minimal Traditional
11. Prairie
12. Classical Revival
SUMMARY PARAGRAPH

The North Shore Historic District is significant at the local level under criteria A and C in the areas of Community Planning and Development and Architecture. Representative of the early residential development of the city of St. Petersburg during the first half of the twentieth century, the neighborhood was one of the first suburban residential areas to be developed outside of the central business area of the city. Comprising a distinctive and sizable collection of intact early twentieth century suburban architecture, the North Shore Historic District is also architecturally significant. A wide variety of residential architectural styles from c. 1910 to c. 1945 are represented in the historic district. The district also retains many of its original design features, including brick streets and alleys, hexagonal block sidewalks, and granite curbing as well as its original layout and grid pattern with alleys that parallel the avenues. Based on this concentration of historic buildings and the retention of the historic character, the North Shore Historic District reflects the architectural influences of the decades before, during, and after the Florida Land Boom era of the 1920s.

HISTORICAL CONTEXT

For more than two decades following the conclusion of the Civil War, the southern portion of Florida remained a wilderness and predominantly unsettled. During this period, the state of Florida was faced with a financial crisis involving the title to public lands. The trustees of the state's Internal Improvement Fund had pledged public lands to underwrite the issuing of railroad bonds. This plan to bring the railroads to Florida left the state on the verge of bankruptcy and the public lands heavily mortgaged. This mortgage debt had to be cleared before the state could sell the land. Hamilton Disston, a wealthy Philadelphian, offered to purchase 4,000,000 acres of land in central and south Florida for twenty-five cents an acre, which in turn alleviated the state's debt and allowed for new railroad construction.

With the possibility of new settlement and transportation improvements, many large landowners transferred their interests from agriculture to speculative development. One such man was John Constatine Williams, who owned 1,600 acres of land along the Pinellas Peninsula. William and Peter Demens, the owners of the Orange Belt Railroad, orchestrated an arrangement with Williams that would bring their rail line into the area. In 1888, a town site was surveyed and platted at the rail line terminus; this town was named St. Petersburg after the Demens brothers' birthplace in Russia. Henry Bradley Plant, who incorporated the short line into this rapidly expanding interstate rail system, subsequently purchased the Orange Belt Railroad. The existence of a reliable rail transportation system provided the agricultural community with access to northern markets and brought new settlers and tourists to the area.

1 Much of the information for the "Historical Context" section was taken from the Roser Park Historic District National Register Nomination, prepared by Janus Research in 1997.
In the early years of the twentieth century, improvements were undertaken in the expanding community of St. Petersburg. In 1904, a streetcar line was opened, streets were paved, and more developers purchased land for resale to prospective settlers. By the mid-1910s, a second railroad arrived and the first major motor vehicle road to the peninsula was completed. Four notable developers, Noel Mitchell, Charles Hall, C.M. Roser, and C. Perry Snell, converged upon St. Petersburg competing for the business of the hundreds of new residents and tourists arriving daily. These men platted numerous subdivisions and made infrastructure improvements in order to entice potential buyers to purchase building lots within their developments. Streets were laid out, trees were planted, streetlights were installed, and water and sewerage were provided to make the property more attractive.

The residential subdivisions of St. Petersburg grew rapidly during the Florida Land Boom of the 1920s. St. Petersburg’s population increased by 36,000 people in five years. Major destination hotels in St. Petersburg, such as the Vinoy (NR 1978) and the Soreno (destroyed 1992), were constructed in the Mediterranean Revival style and sited on the city’s waterfront. These hotels accommodated seasonal visitors and prospective land buyers. During this period, $12 million dollars were spent on road paving. The Municipal Pier opened in 1924, and the Gandy Bridge connecting Tampa to St. Petersburg was completed in 1925. However, by the mid-1920s, the development and construction frenzy of the Land Boom began to show a dramatic decline.

Several factors contributed to the failure of Florida’s real estate market. In the spring of 1925, many investors began to cancel all Florida real estate transactions as they became panicked by news of bogus Florida real estate ventures. The bust was brought on by excessive speculation that drove up the price of land and articles in the northern newspapers warning buyers of the Florida “land shark.” As building activity began to slow, other unfortunate events affected the area. In 1926 and 1928, devastating hurricanes swept through south Florida destroying thousands of buildings and completely halting further development plans in the area. Also, a Mediterranean fruit fly infestation threatened Florida’s profitable citrus industry. These incidents proved to be disastrous for Florida, which entered an economic depression several years before the rest of the country.

With the onset of the Great Depression of the 1930s, the local economy and construction industry further declined. The construction of new buildings declined rapidly, mortgage financing became problematical, and builders were out of work. Banks throughout Florida failed during the first years of the decade, including the Central and National Bank and Trust Company, which had been instrumental in financing real estate growth in St. Petersburg. Fortunately, the semi-tropical climate and the area’s Gulf of Mexico beaches continued to draw tourists to St. Petersburg during the 1930s. Also, financial relief projects undertaken during the administration of President Franklin D. Roosevelt assisted in the economic recovery of the city. Works Progress Administration projects helped boost building activity once again. The programs included housing industry revitalization measures such as insured bank deposits, the refinancing of home mortgages, and the financing of public construction projects.
SIGNIFICANCE

The 1940s were dominated by the military activity of World War II, which brought over 120,000 military personnel into the Tampa Bay area. During and after World War II, infill housing was prevalent in the neighborhoods that had been platted during the Land Boom of the 1920s. The widespread demand for housing intensified and the city witnessed another building boom. After the end of the war, returning veterans were offered low interest, long term mortgages for the construction of new residences, and new technology and building materials allowed for buildings to be constructed quickly and inexpensively. Although many of St. Petersburg’s neighborhoods were largely built-out, houses and low-rise apartment buildings were constructed on many of the remaining vacant lots at this time. The increase in growth continued on from the 1950s through the 1970s, much of this expansion occurring in the residential neighborhoods outside of the city’s central core. In recent years, residents living within St. Petersburg’s older neighborhoods have made concerted efforts to revitalize the city’s historic areas. This National Register nomination reflects the desire of citizens to recognize and preserve their architectural and historic resources.

COMMUNITY PLANNING AND DEVELOPMENT

The property that presently makes up the North Shore Historic District remained largely uninhabited until the first years of the twentieth century, when several families settled on the land near Coffee Pot Bayou. One of the largest private landowners at this time was Erastus A. Barnard, a businessman from Chicago. Barnard’s land, which encompassed the northwestern portion of the current neighborhood, was initially used for agricultural purposes and was later subdivided for residential construction as the city of St. Petersburg began to grow rapidly. During this same period, the Tison-Turner Company of Savannah, Georgia, also controlled a large portion of the land that extended along the waterfront to Snell Isle.2

As the development of the North Shore got underway, C. Perry Snell, who would become one of the primary developers of the North Shore area, arrived in St. Petersburg. Snell, a pharmacist and drugstore owner from Louisville, Kentucky, had vacationed in St. Petersburg several times with his heiress wife, Lillian Allen. The Snells decided to make the city their place of permanent residence in 1904, and shortly thereafter Snell established the Bay Shore Land Company with F.A. Wood, A.E. Hoxie, and A.C. Lewis. Snell’s new organization quickly platted two large subdivisions south of Coffee Pot Bayou that were the beginnings of St. Petersburg’s landmark North Shore Park and the precursors to the North Shore neighborhood.3

A couple of years later, Snell teamed up with J.C. Hamlett to buy several hundred acres to add to his development. Platted in 1910, Snell and Hamlett’s North Shore Addition and Snell and Hamlett’s Bayview Addition were created from land formerly owned by the St. Petersburg Land and Improvement Company, the

Tison-Turner Company, and Erastus Barnard. By 1911, Snell owned the major portion of the northeastern portion of the city. At this time, advertisements and articles appeared in the St. Petersburg Times and Evening Independent enticing potential buyers to purchase land in the North Shore area with promises of quality homes and progressive infrastructure such as artesian and soft water systems, sewerage systems, and sidewalks. Additionally, Snell addressed claims from critics that North Shore was too far from the center of the city, by financing a streetcar spur line to Coffee Pot Bayou. A number of residences were constructed in the North Shore area during the 1910s, but significant growth and expansion was yet to come.

As the Land Boom got underway in the 1920s, Snell platted two additions to the North Shore neighborhood including C. Perry Snell’s North Shore Addition in 1920 and Granada Terrace in 1924. Since residential development was rampant throughout St. Petersburg in the 1920s, Snell had to set his subdivisions apart from the others in the city; he did this by creating “residential areas of prestige and beauty.” He landscaped his neighborhoods with palms, magnolias and oak trees. Statuary and other decorative elements, such as tiles, which Snell acquired on buying trips to Europe and Mexico, were placed throughout North Shore. Granada Terrace, which was intended as an exclusive portion of the North Shore neighborhood, featured vine covered pergolas, curvilinear streets, open green spaces, and unobstructed views of Tampa Bay.

During the Land Boom, hundreds of homes were constructed in the North Shore neighborhood. Throughout Florida at this time, Spanish influenced architectural styles were the most popular and were being applied to residential and commercial buildings in the state. Although numerous homes of various styles—including Bungalow, Colonial Revival, and Frame Vernacular—were being constructed in North Shore, Snell promoted the Mediterranean Revival style in the neighborhood and in the city of St. Petersburg. Snell was considered the “Master of Mediterranean Kitsch,” encouraging the construction of the style in Granada Terrace and building structures such his own extravagant home and golf club on Snell Isle, another of his speculative developments.

Boom time subdivisions such as Snell’s North Shore, as well as large hotels like the Vinoy, greatly affected the growth and development of St. Petersburg in the early 1920s. The physical size of the city expanded in response to increase in population. However, by late-1925, the collapse of the Land Boom was imminent, and even the successful C. Perry Snell was not immune to the effects of the Bust. During 1925, with the decline of the Florida real estate market on the horizon, Snell continued moving forward on his

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4 Mike Dailey, p.6.
5 Mike Dailey, p.10.
6 Raymond Arsenault, p. 137.
8 Ibid.
9 Mike Dailey, p. 11.
10 Hap Hatton, pp. 75-76
developments, such as the exclusive Snell Isle and the $750,000 Snell Arcade Building (NR 1982) located in the heart of downtown St. Petersburg. Unfortunately, as Florida entered an economic depression, many of the land buyers in his developments were defaulting on their payments, causing Snell to put out a larger amount of his own capital. As the national Depression immersed the country further in financial turmoil, Snell eventually lost properties such as the Snell Building in foreclosure.11

By the end of the Land Boom era, the majority of the lots in the North Shore neighborhood had been built upon. Nonetheless, homes that had cost $40,000 to build several years before were selling for as little as $7,000 during the Depression.12 In those hard economic times, some of the larger homes were subdivided in order to create rooming houses or apartments, but overall, the fabric of the neighborhood changed very little during these years.13 Following World War II and the subsequent increase in population, simple homes, low-rise apartment buildings and small condominium buildings were constructed on many of the remaining lots in the North Shore area.

ARCHITECTURAL SIGNIFICANCE

The North Shore Historic District largely retains the architectural character of its development from the 1910s through the 1940s. The architectural styles reflect the trends and tastes of the first half of the twentieth century; consequently, the elaborate Victorian and Romantic styles of the late nineteenth century are not present in the district. The district possesses a high concentration of Frame Vernacular and bungalows. It also contains other notable buildings constructed in a number of architectural styles, including Frame Vernacular, Masonry Vernacular, Colonial Revival, Mediterranean Revival, Prairie, Tudor Revival, Minimal Traditional, Ranch, Mission, Classical Revival, Art Moderne, Renaissance Revival, Mission, and Monterey. Historic objects found within the district, such as pergolas, do not exhibit an architectural style. This large historic district also features numerous intact garages and garage apartments designed to complement the main buildings. The majority of the buildings in the district maintain good to excellent integrity. Some buildings were constructed prior to 1920 and others date from the 1930s and 1940s, but the bulk of the buildings were constructed in the Land Boom years of the 1920s. Because of the overall architectural and contextual cohesiveness of the district and the retention of historic features such as the hexagonal sidewalk pavers, granite curbstones, and landscaping, the North Shore Historic District is distinguishable from other neighborhoods within the city of St. Petersburg.

11 Ibid.
12 Raymond Arsenault, p. 255.
13 Mike Dailey, p.11.
ARCHITECTURAL STYLES

Frame Vernacular

The predominant house style within the North Shore Historic District is Frame Vernacular. These buildings were generally designed and constructed by local builders from readily available materials. The houses are usually rectangular in plan for economical construction. Most of the buildings have horizontal weatherboard siding. The overhanging roof eaves provide shade for the sides of the house and dormers supply additional air circulation. Common features are the hipped or gabled rooflines, roof overhangs with exposed rafter tails, and slat porch balusters. By the 1920s, the Craftsman bungalow began to significantly influence vernacular house designs. As a result, post-1920 Frame Vernacular houses often feature some Craftsman elements such as knee braces, exposed rafter tails, and crossover gabled roofs.

Masonry Vernacular

A number of single family residences and apartment buildings within the district are considered Masonry Vernacular. Similar to the Frame Vernacular houses in the district, Masonry Vernacular houses were inexpensive to construct and simple in design. In most cases, the houses constructed in this style date from the 1920s through the 1940s. They are constructed of brick, hollow tile, or concrete block, often covered with stucco and then painted. The houses are generally rectangular in plan, one to two stories in height, and exhibit little or no ornamentation. Like the Frame Vernacular residences in the district, the Masonry Vernacular houses in the neighborhood often have bungalow or even Prairie style elements. Masonry Vernacular buildings from the 1930s and 1940s show influences of the International and Modernistic styles such as bands scored in the stucco.

Craftsman/Bungalow

Bungalows are among the other prevalent house types in the district. Inspired by construction techniques and aesthetics of the English Arts and Crafts movement, Craftsman architecture was popularized in America primarily by the work of Greene and Greene, brothers and architects from California. During the first three decades of the twentieth century, the Craftsman bungalow became the favored house type throughout the country. Bungalows are typically one or two stories high and feature low-pitched, gabled roofs with wide eaves and exposed roof rafters. Decorative beams or knee braces are commonly added under the gables and tapered square columns support the porches. Exterior materials can vary among weatherboard, shingles, and stucco. Windows often have a three-over-one light configuration, but can also exhibit various multi-light windowpane configurations.
Colonial Revival

The Colonial Revival style embodies the massing and details of the early English and Dutch houses built in America during the seventeenth and eighteenth centuries. Although based primarily on the eighteenth century classical Georgian and Adam styles, the Colonial Revival houses found in the district are an eclectic mixture of several periods without reference to a particular period or formal style. These houses were popular in the United States from the 1910s through the 1930s, with a resurgence during the post-World War II years. Typical features include side-gabled roofs, symmetrical plans, front doors with pediments, transoms, fanlights, and sidelights, and small entrance porches with classically inspired columns. The most recognizable feature of Dutch Colonial Revival residences is the gambrel roof.

Prairie

The Prairie style was developed in Chicago and derived its name from the prairies of the Midwest and its low silhouette. This architectural style is exemplified through a horizontal emphasis and wide projecting eaves. It was developed primarily by architect Frank Lloyd Wright and his followers, who advocated a style that was integrated with the landscape and in harmony with its setting. Massive square piers that serve as porch supports, bands of windows, flat or low-pitched hipped roofs, and wide eaves characterize this style. Simplicity is a characteristic of these buildings, which is often reflected by an emphasis on massing versus decorative details. In this neighborhood, some examples of the style have paired brackets underneath the roof eaves that are not commonly associated with the Prairie style.

Mediterranean Revival

The Mediterranean Revival style is the architectural style most intimately linked with the 1920s Florida Land Boom. The style in Florida has its origin in the desire of early twentieth century architects to create a building style appropriate to the history of the Sun Belt areas of the United States. The style was intended to embody the history and romance of the state’s Spanish heritage, and draw new residents and winter tourists to the picturesque resort area. Sometimes referred to under various subheadings, including Spanish Colonial Revival, the style was influenced by building traditions in Spain and other countries along the Mediterranean Sea, including Italy and France. The style was often applied to domestic buildings in upper or middle class developments of the 1920s. The Mediterranean Revival homes and apartment buildings in the North Shore neighborhood are characterized by an eclectic mix of details such as cast stone columns and plaques, as well as stuccoed wall surfaces, and low-pitched red clay barrel tile roofs. Doors and windows are often arched and balconies are common.
feature a combination of elements from various English precedents such as steeply-pitched roofs, front-facing gables, overlapping gables, half-timbering, multiple exterior materials, casement windows, and prominent chimneys.

Mission

The Mission style originated in California during the 1880s and 1890s in response to its Spanish heritage and the romantic Franciscan mission churches found along the state’s coastline. In keeping with Florida’s Spanish roots, the Mission style also became popular in the state during the Land Boom years. Generally, Mission houses are simple in design and were inexpensive to build. The district features one- and two-story residences and apartment buildings constructed in the Mission style, which often display flat roofs obscured by a shaped parapet and/or red barrel tile roof overhangs, stucco wall surfaces, and arched openings. Since the defining characteristic of the Mission style is simplicity, some examples are hard to distinguish from masonry vernacular residences.

Classical Revival

Held in Chicago, the World’s Columbian Exposition of 1893 revived an interest in the classical architectural designs of the ancient Greeks and Romans. Throughout the country, buildings inspired by classical precedents were being constructed at this time. The Classical Revival style was often applied to civic or commercial buildings, but it was also found on residences as well. Its occurrence in residential construction dates from c. 1895 to c. 1950. One of the main characteristics of the style includes a full-height entry portico or porch with massive columns. The porch roof, which is supported by classical columns, can be gabled, hipped, or flat. Windows are usually double-hung sash types, and doorways often feature Greek Revival, Georgian, or Adamesque accents.

Monterey

The Monterey style is a modern interpretation of the Anglo-influenced Spanish Colonial houses of northern California. Built from the 1920s through the 1950s, the houses combined Spanish adobe construction with pitched-roof, massed-plan English forms brought to California form the eastern United States. Examples from the early 1920s usually favor Spanish detailing, while those from the 1940s to the 1950s generally reflect American Colonial Revival elements. A common characteristic of the type is a full-width balcony on the second story of the main facade.
The few examples of Art Moderne architecture in the historic district should be more aptly be called Modernistic, since they lack the elaborate decorative detailing of the Art Deco. Modernistic buildings, including residences, enjoyed a limited popularity in the United States during the 1920s and 1930s. The buildings usually feature smooth stucco wall surfaces, flat roofs with a low parapet or coping at the roof line. Horizontal grooves or lines in walls gave the buildings a horizontal emphasis, and balconies were often bordered with pipe metal balustrades.

City of St. Petersburg Planning Department. *St. Petersburg Architectural and Historic Resources*, 1981.


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### National Register of Historic Places Continuation Sheet

**Section number**: 7 **Page**: 64

**NORTH SHORE HISTORIC DISTRICT**  
**PINELLS COUNTY, FLORIDA**  
**LIST OF RESOURCES**

#### 18th Avenue, NE (cont.)

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<td>Benjamin L. Armstrong (59 and retired, born NJ) living in and owning $10,000 house at 33 Granite Street, New London CT with wife Elizabeth HC Armstrong (59, born CT), female single cousin B.D. Huntington (35, born NY) cook Ida Percival (52, born MA) and waitress Mary Fischer (20, born NC)</td>
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<td>Owner Mrs. E.H. Armstrong</td>
<td>Repair fire damage</td>
<td></td>
<td>$1,100</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1947</td>
<td>H. Skyrm</td>
<td>Range</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1948</td>
<td>Owner Helen A. Skyrm</td>
<td>Reroof</td>
<td></td>
<td>$250</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1956</td>
<td>Helen Skyrm/Skyrm</td>
<td>2-story porch addition</td>
<td></td>
<td>$800</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1958</td>
<td></td>
<td>Correct violations</td>
<td></td>
<td></td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1964</td>
<td></td>
<td>Meters for upper and lower apts</td>
<td></td>
<td></td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1978</td>
<td>Owner Noel Francis Haney</td>
<td>Remodel, new kitchen, new bath, central A/C, make breezeway, storage wall side</td>
<td></td>
<td>$7,000</td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>-----------------</td>
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<td>-------------------------------------</td>
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<td>----------------------</td>
</tr>
<tr>
<td>725 18th Ave NE</td>
<td>1924</td>
<td>Owner P.M. Murphy</td>
<td>2-story tile res. w/ 8 rms</td>
<td></td>
<td>$8,000</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1926-27</td>
<td>Occupied by Robert J. Mefford</td>
<td></td>
<td></td>
<td></td>
<td>1926, 1927 Polk’s</td>
</tr>
<tr>
<td></td>
<td>1927</td>
<td>R.J. Mefford</td>
<td>1-story tile addition, 2 rooms</td>
<td></td>
<td>$1,600</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1930</td>
<td>RJ Mefford living in $30,000 house at 416 Brightwaters Boulevard with wife Harriet and maid Emma McDonald</td>
<td></td>
<td></td>
<td></td>
<td>1930 Census</td>
</tr>
<tr>
<td></td>
<td>1930</td>
<td>Accountant for Industrial Engineering firm, William A. Schick living in and owning $15,000 house at 125 Addington Road, Brookline MA with wife Lotta B. Schick, son George B. Schick, and servant James B. Mayor. Lotta B. Schick Park is now at rear of that parcel.</td>
<td></td>
<td></td>
<td></td>
<td>1930 Census</td>
</tr>
<tr>
<td></td>
<td>1934</td>
<td>Owner Lotta B. Schick</td>
<td>Variance approved to encroach on front porch and repairs</td>
<td>Glass in front porch and repairs</td>
<td>$400</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1948</td>
<td>Owner Mrs. William Schick</td>
<td>Contractor Cade Allen</td>
<td>Remodel kitchen</td>
<td>$300</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1964</td>
<td>W.A. Schick</td>
<td></td>
<td>Electrical/ A/C</td>
<td></td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1974</td>
<td>Owner Shick</td>
<td></td>
<td>Gas upgrades</td>
<td></td>
<td>Property Card</td>
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<tr>
<td>726 18th Ave NE</td>
<td>1925</td>
<td>American Foursquare SFR</td>
<td>Approx. construction</td>
<td></td>
<td></td>
<td>PCPAO</td>
</tr>
<tr>
<td></td>
<td>1926-27</td>
<td>Occupied by Sherman McVeigh</td>
<td></td>
<td></td>
<td></td>
<td>1926-7 Polk’s</td>
</tr>
<tr>
<td></td>
<td>1933</td>
<td>Owner McVeigh</td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1945</td>
<td>Owner McVeigh</td>
<td></td>
<td>Reroof</td>
<td>$170</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1950</td>
<td>Owner Mrs. M.M. Chamberlain</td>
<td></td>
<td>Install Heating System</td>
<td>$700</td>
<td>Property Card</td>
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<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
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<tr>
<td>---------</td>
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<tr>
<td>735 18th Ave NE</td>
<td>1924</td>
<td>Owner P.M. Murphy</td>
<td>2-story tile residence, 8 rooms</td>
<td></td>
<td>$12,000</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1926</td>
<td>Occupied by Frank Huber</td>
<td></td>
<td></td>
<td></td>
<td>1926 Polk's</td>
</tr>
<tr>
<td></td>
<td>1927</td>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td>1927 Polk's</td>
</tr>
<tr>
<td></td>
<td>1939</td>
<td>Mrs. Clara Tyree</td>
<td>Electrical</td>
<td></td>
<td></td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1940</td>
<td>Owner Mrs. Frank Tyree</td>
<td>Canopy over front entrance</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td>House owned and occupied by Clara B. Tyree, 65 y/o widow born WV and Melissa Bardisk, 92 y/o widowed mother</td>
<td></td>
<td></td>
<td></td>
<td>1940 Census</td>
</tr>
<tr>
<td></td>
<td>1947</td>
<td>Owner Dr. R.R. Purdy</td>
<td>Reroof</td>
<td></td>
<td>$105</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1948</td>
<td>Owner Dr. R.R. Purdy</td>
<td>Reface house with permastone</td>
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<td>$4,250</td>
<td>Property Card</td>
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<tr>
<td></td>
<td></td>
<td>Purdy</td>
<td>Addition to garage for laundry</td>
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<td>$600</td>
<td>Property Card</td>
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<td>736 18th Ave NE</td>
<td>1925</td>
<td></td>
<td>Colonial Revival SFR</td>
<td>Approx construction date</td>
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<td>PCPAO</td>
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<tr>
<td></td>
<td>1926</td>
<td>Occupied by Henry D. Wallin</td>
<td></td>
<td></td>
<td></td>
<td>1926 Polk's</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>------------------</td>
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<td>------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>-------------------------------</td>
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<tr>
<td>745 18th Ave NE</td>
<td>1926</td>
<td>Owner C.W. Sensenbauch</td>
<td>W.D. Berry Contractor</td>
<td>2-story block residence, 8 rooms</td>
<td>$15,000</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1926</td>
<td>W.D. Berry Contractor</td>
<td>1-story cement tile garage, 2 cars/1 room</td>
<td></td>
<td>$2,000</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1930</td>
<td>Sensenbaugh</td>
<td></td>
<td></td>
<td></td>
<td>Sensenbaugh in St. Petersburg, per 1930 Census.</td>
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<tr>
<td></td>
<td>1935</td>
<td>Sensenbaugh</td>
<td></td>
<td>2-story, 2 room addition</td>
<td>$1,200</td>
<td>Property Card</td>
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<tr>
<td>1927</td>
<td></td>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td>1927 Polk's</td>
</tr>
<tr>
<td>1930</td>
<td></td>
<td>No Dr. F.J. Burns</td>
<td></td>
<td></td>
<td></td>
<td>1930 Census</td>
</tr>
<tr>
<td>1930</td>
<td></td>
<td>Property owned and occupied by Henry D. Wallin (41, b GA, automobile agent and dealer), wife Pearl D. Wallin (42, b OH), and daughter Virginia E. Wallin (10, b TN)</td>
<td></td>
<td>$26,000</td>
<td>1930 Census</td>
<td></td>
</tr>
<tr>
<td>1940</td>
<td></td>
<td>House rented by insurance company office manager Evelyn R. Arnold (38 y/o widow, b IL), and mother Elizabeth Erickson (63 y/o widow, b Sweden), both of whom had lived in Birmingham in 1935</td>
<td></td>
<td></td>
<td>1940 Census</td>
<td></td>
</tr>
<tr>
<td>1952</td>
<td></td>
<td>Dr. F.J. Burns</td>
<td>a/c</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1959</td>
<td></td>
<td>Owner Dr. F.J. Burns</td>
<td>Bedroom addn to side, 8x14</td>
<td>$1,300</td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td>1970</td>
<td></td>
<td>Owner Robert T. Pittman</td>
<td>Reroof</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1975</td>
<td></td>
<td>Owner Robert T. Pittman</td>
<td>Pool enclosure, addn of 16.5x14.5 family room and switch location of kitchen and dining room; 400 sq ft wood deck</td>
<td>$9,500</td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td>1976</td>
<td></td>
<td>Pittman</td>
<td>Swimming pool</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1985</td>
<td></td>
<td>Rear yard encroachment</td>
<td>Room addition and screen pool closure</td>
<td></td>
<td></td>
<td>Property Card</td>
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<tr>
<td>1927</td>
<td></td>
<td>W.D. Berry Contractor</td>
<td>2-story block residence, 8 rooms</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1930</td>
<td></td>
<td>W.D. Berry Contractor</td>
<td>1-story cement tile garage, 2 cars/1 room</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>----------</td>
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<td>----------------</td>
<td>----------------------------------------------------------------------</td>
<td>-----------------------------</td>
<td>--------</td>
<td>----------------</td>
</tr>
<tr>
<td>1938 Sensenbaugh</td>
<td>1938</td>
<td>General repair</td>
<td>$500 Property Card</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1940 Architect Dupont</td>
<td>1940</td>
<td>Servants quarters on 2nd floor of garage and interior alterations on first floor</td>
<td>Property Card</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1969 Owner Bywater</td>
<td>1969</td>
<td>Property Card</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1979 Owner McVeigh Bywater</td>
<td>1979</td>
<td>Capri Pools, Inc</td>
<td>14x28 swimming pool and deck</td>
<td>$7,196 Property Card</td>
<td></td>
<td></td>
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<tr>
<td>1980 Owner Anne Bywater</td>
<td>1980</td>
<td>Floyd B. Baker contractor</td>
<td>22x16 Florida Room addition</td>
<td>$5,000 Property Card</td>
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<td></td>
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<tr>
<td>1984 Owner Ron Holehouse</td>
<td>1984</td>
<td>Split meters for ADU in garage apt</td>
<td>Property Card</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1924 Owner P.M. Murphy</td>
<td>1924</td>
<td>Construction of 2-story tile residence, 33x46, 8 rooms. Construction garage</td>
<td>Property Card</td>
<td>$8,000</td>
<td></td>
<td></td>
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<tr>
<td>1925 Owner F.J. Burns</td>
<td>1925</td>
<td>Water heater</td>
<td>Property Card</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1926-7 Occupied by F. Joseph Burns</td>
<td>1926-7</td>
<td>2nd Story 2-room block addition over garage</td>
<td>Property Card</td>
<td>$2,000</td>
<td>1926, 1927 Polk's</td>
<td></td>
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<tr>
<td>1930 Dr. F.J. Burns not found in 1930 Census</td>
<td>1930</td>
<td></td>
<td>Property Card</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1940 House owned and occupied by Real Estate Broker F.J. Burns (42, b Erie PA), wife Marie Burns (41, b NY), and son F.J. Burns, Jr (13, b NJ), all of whom lived in same place in 1935. Value $14,000</td>
<td>1940 Census</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1946 Owner F.J. Burns</td>
<td>1946</td>
<td>Install small washroom 4x4 consisting of toilet &amp; lavatory (ground floor) for use of</td>
<td>Property Card</td>
<td>$300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>-------------</td>
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<td>--------</td>
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</tr>
<tr>
<td>756 18th Ave NE</td>
<td></td>
<td></td>
<td>yard man and maid&quot;</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>1951</td>
<td>Owner Burns</td>
<td>1 lavatory/1 closet in 1st floor closet</td>
<td>$200</td>
<td></td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1969</td>
<td>Nash</td>
<td>A/C</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1970</td>
<td>Owner Richard Nash</td>
<td>Reroof and fence</td>
<td></td>
<td></td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1988</td>
<td>Owner Allen</td>
<td>Kitchen remodel</td>
<td></td>
<td></td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1925</td>
<td>Charles F. Walker or Charles Walker Hayes</td>
<td>American Foursquare SFR and garage</td>
<td>Approx Construction</td>
<td>PCPAO</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1926-7</td>
<td>Occupied by Charles F. Walker</td>
<td>Power</td>
<td></td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1930</td>
<td>Owned and occupied by Charles F. Walker (64, b NY) and wife Sarah B. Walker (65, b NY)</td>
<td>Power</td>
<td></td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td>House vacant. Resident Charles Walker &quot;gone north)&quot;</td>
<td>Power</td>
<td></td>
<td>Property Card</td>
<td></td>
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<tr>
<td></td>
<td>1967</td>
<td>Owner AL Price</td>
<td>Water Heater</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1975</td>
<td>Owner AL or AW Price</td>
<td>Reroof</td>
<td></td>
<td></td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1988</td>
<td>Owner M. Tash</td>
<td>Pool</td>
<td>$11,000</td>
<td></td>
<td>Property Card</td>
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</tbody>
</table>
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the purchase of SUVs from Alan Jay Ford Lincoln Mercury, Inc., for the Fleet Management Department, at a total cost of $1,869,860.48.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 120716-NAF.

The vendor will furnish and deliver 56 SUVs equipped with 3.7 liter engines, all-wheel drive, automatic six-speed transmissions, power steering, brakes, windows and locks, air conditioning, tilt steering and AM/FM radios. One of the vehicles will be assigned to Fire and Rescue and the other 55 will be assigned to Police. (See attached Purchase Summary by department).

The new SUV’s, with a life expectancy of five to seven years, will replace 36 vehicles that have reached the end of their economic service life. The additional 20 vehicles will be used by new police officers approved by Council in the FY2017 budget. The older vehicles will be sold at public auction.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 120716-NAF:

Alan Jay Ford Lincoln Mercury, Inc. ................................................................................................................................. $1,869,860.48

Full-size police rated 2017 Ford Interceptor SUV (Base Price) 36 EA $ 26,036.00 $ 937,296.00

Front head lamp solution 36 EA 845.00 30,420.00
Sync basic voice-activated communications system 36 EA 290.00 10,440.00
Remote keyless entry key fob w/o key pad 36 EA 255.00 9,180.00
Cargo storage vault 36 EA 240.00 8,640.00
Factory driver side left hand incandescent spot lamp 36 EA 210.00 7,560.00
4 Remap-able steering wheel switches w/sync’ 36 EA 150.00 5,400.00
Noise suppression bonds 36 EA 95.00 3,420.00
Rear door handles and locks inoperable 36 EA 34.00 1,224.00
Rear power window delete (operable from front driver side switches 36 EA 24.00 864.00
Courtesy light disabled dark car feature 36 EA 19.00 684.00

Non-Contract Options

Whelen premium all LED interior light bar (model ix34ufzrb)
inner edge & rear upper light bar (model ie34ur8)
traffic advisor, flashing/takedown lights, mounting kit; CENCOM lighting controller, sa315p speaker, and mounting brackets (red/blue) 6 EA 2,165.00 12,990.00

Continued on Page 2
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whelen premium all LED light bar, liberty light bar with 15 LED modules, two wire controlled</td>
<td>30</td>
<td>EA</td>
<td>$2,125.00</td>
</tr>
<tr>
<td>Traffic advisor, (2) LED flashing/takedown lights, (2) LED flashing/alley lights, mounting kit, CENCOM lighting controller, SA315P speaker, and mounting brackets (red/blue)</td>
<td>36</td>
<td>EA</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Installation of all equipment mentioned on this quote</td>
<td>36</td>
<td>EA</td>
<td>$1,250.00</td>
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<td>PG6000 series prisoner seat with rear cargo barrier</td>
<td>36</td>
<td>EA</td>
<td>$945.00</td>
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<td>Setina 8vs 1/2 uncoated poly 1/2 vinyl expanded metal partition</td>
<td>36</td>
<td>EA</td>
<td>$460.00</td>
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<td>New City tag (includes temp tag &amp; two-way overnight shipping for signature)</td>
<td>36</td>
<td>EA</td>
<td>$248.33</td>
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<tr>
<td>Shipping charges for all equipment</td>
<td>36</td>
<td>EA</td>
<td>$150.00</td>
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<tr>
<td>Rain shields stick-on style four doors</td>
<td>36</td>
<td>EA</td>
<td>$125.00</td>
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<tr>
<td>Priority start pro-max w/surge protection</td>
<td>36</td>
<td>EA</td>
<td>$88.00</td>
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<td>Dealer-provided programmed third key</td>
<td>36</td>
<td>EA</td>
<td>$75.00</td>
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<tr>
<td>Miscellaneous wire &amp; connectors</td>
<td>36</td>
<td>EA</td>
<td>$50.00</td>
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<tr>
<td>Full-size police rated 2017 Ford Interceptor SUV (Base Price)</td>
<td>1</td>
<td>EA</td>
<td>$26,036.00</td>
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<tr>
<td>Front headlamp solution</td>
<td>1</td>
<td>EA</td>
<td>$845.00</td>
</tr>
<tr>
<td>Sync basic voice-activated communications system</td>
<td>1</td>
<td>EA</td>
<td>$290.00</td>
</tr>
<tr>
<td>Remote keyless entry key fob w/o key pad</td>
<td>1</td>
<td>EA</td>
<td>$255.00</td>
</tr>
<tr>
<td>Cargo storage vault</td>
<td>1</td>
<td>EA</td>
<td>$240.00</td>
</tr>
<tr>
<td>Remap-able (4) switches on steering wheel</td>
<td>1</td>
<td>EA</td>
<td>$150.00</td>
</tr>
<tr>
<td>Noise suppression bonds</td>
<td>1</td>
<td>EA</td>
<td>$95.00</td>
</tr>
<tr>
<td><strong>Non-Contract Options</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whelen premium all LED interior light bar, inner edge &amp; rear upper light bar, traffic advisor, flashing/takedown lights, mounting kit, CENCOM lighting controller, speaker, and mounting brackets (red/white)</td>
<td>1</td>
<td>EA</td>
<td>$2,165.00</td>
</tr>
<tr>
<td>Installation of all equipment mentioned on this quote</td>
<td>1</td>
<td>EA</td>
<td>$950.00</td>
</tr>
<tr>
<td>New city tag (includes temp tag &amp; two way overnight shipping for signature)</td>
<td>1</td>
<td>EA</td>
<td>$248.33</td>
</tr>
<tr>
<td>Rain shields stick-on style four doors</td>
<td>1</td>
<td>EA</td>
<td>$125.00</td>
</tr>
<tr>
<td>Priority start pro-max w/surge protection</td>
<td>1</td>
<td>EA</td>
<td>$88.00</td>
</tr>
<tr>
<td>Dealer provided programmed third key</td>
<td>1</td>
<td>EA</td>
<td>$75.00</td>
</tr>
<tr>
<td>Miscellaneous wire &amp; connectors</td>
<td>1</td>
<td>EA</td>
<td>$50.00</td>
</tr>
<tr>
<td>Shipping charges for all above mentioned equipment</td>
<td>1</td>
<td>EA</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

**Total:** $1,213,955.88

Continued on Page 3
### Full-size police rated 2017 Ford Interceptor SUV (Base Price)

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price 1</th>
<th>Price 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front headlamp solution</td>
<td>16</td>
<td>EA</td>
<td>$845.00</td>
<td>$13,520.00</td>
</tr>
<tr>
<td>Sync basic voice-activated communications system</td>
<td>16</td>
<td>EA</td>
<td>$255.00</td>
<td>$4,080.00</td>
</tr>
<tr>
<td>Remote keyless entry key fob w/o key pad</td>
<td>16</td>
<td>EA</td>
<td>$150.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>Cargo storage vault</td>
<td>16</td>
<td>EA</td>
<td>$95.00</td>
<td>$1,520.00</td>
</tr>
<tr>
<td>Factory driver side left hand incandescent spot lamp</td>
<td>16</td>
<td>EA</td>
<td>$240.00</td>
<td>$3,840.00</td>
</tr>
<tr>
<td>Noise suppression bonds</td>
<td>16</td>
<td>EA</td>
<td>$34.00</td>
<td>$544.00</td>
</tr>
<tr>
<td>Rear door handles and locks inoperable</td>
<td>16</td>
<td>EA</td>
<td>$24.00</td>
<td>$384.00</td>
</tr>
<tr>
<td>Courtesy light disabled dark car feature</td>
<td>16</td>
<td>EA</td>
<td>$19.00</td>
<td>$304.00</td>
</tr>
<tr>
<td><strong>Non-Contract Options</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whelen premium all LED interior light bar, inner edge &amp; rear upper light bar, traffic advisor, flashing/takedown lights, mounting kit, CENCOM lighting controller, sa315p speaker, and mounting Brackets (red/blue)</td>
<td>16</td>
<td>EA</td>
<td>$2,165.00</td>
<td>$34,640.00</td>
</tr>
<tr>
<td>Installation of all equipment mentioned on this quote</td>
<td>1</td>
<td>EA</td>
<td>$950.00</td>
<td>$950.00</td>
</tr>
<tr>
<td>Installation of all equipment mentioned on this quote</td>
<td>15</td>
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<td>$900.00</td>
<td>$13,500.00</td>
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<td>New City tag (includes temp tag &amp; two way overnight shipping for signature)</td>
<td>16</td>
<td>EA</td>
<td>$248.33</td>
<td>$3,973.28</td>
</tr>
<tr>
<td>Rain shields stick-on style four doors</td>
<td>16</td>
<td>EA</td>
<td>$125.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Priority start pro-max w/surge protection</td>
<td>16</td>
<td>EA</td>
<td>$88.00</td>
<td>$1,408.00</td>
</tr>
<tr>
<td>Dealer provided programmed third key</td>
<td>16</td>
<td>EA</td>
<td>$75.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Miscellaneous wire &amp; connectors</td>
<td>2</td>
<td>EA</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Miscellaneous wire &amp; connectors</td>
<td>15</td>
<td>EA</td>
<td>$50.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>Shipping charges for all equipment</td>
<td>15</td>
<td>EA</td>
<td>$50.00</td>
<td>$750.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$510,439.28</td>
<td></td>
</tr>
</tbody>
</table>

### Full-size police rated 2017 Ford Interceptor SUV (Base Price)

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price 1</th>
<th>Price 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front headlamp solution</td>
<td>3</td>
<td>EA</td>
<td>$845.00</td>
<td>$2,535.00</td>
</tr>
<tr>
<td>Aux air conditioning</td>
<td>3</td>
<td>EA</td>
<td>$600.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Sync basic voice-activated communications system</td>
<td>3</td>
<td>EA</td>
<td>$255.00</td>
<td>$765.00</td>
</tr>
<tr>
<td>Remote keyless entry key fob w/o key pad</td>
<td>3</td>
<td>EA</td>
<td>$150.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>Factory driver side left hand incandescent spot lamp</td>
<td>3</td>
<td>EA</td>
<td>$95.00</td>
<td>$285.00</td>
</tr>
<tr>
<td>Noise suppression bonds</td>
<td>3</td>
<td>EA</td>
<td>$34.00</td>
<td>$102.00</td>
</tr>
<tr>
<td>Rear door handles and locks inoperable</td>
<td>3</td>
<td>EA</td>
<td>$24.00</td>
<td>$72.00</td>
</tr>
<tr>
<td>Courtesy light disabled dark car feature</td>
<td>3</td>
<td>EA</td>
<td>$19.00</td>
<td>$57.00</td>
</tr>
<tr>
<td><strong>Non-Contract Options</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radiotronics hot-n-pop pro includes software, engine stall sensor, no k9 left behind, ace k9 transmitter, 12&quot; window fan, C0 detector, smoke alarm, &amp; pager w/ antenna</td>
<td>3</td>
<td>EA</td>
<td>$2,540.00</td>
<td>$7,620.00</td>
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</tbody>
</table>

Continued on Page 4
<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whelen Premium all LED Light bar, liberty light bar with 15 LED Modules,</td>
<td>3</td>
<td>EA</td>
<td>2,125.00</td>
<td>6,375.00</td>
</tr>
<tr>
<td>two wire controlled traffic advisor, (2) LED flashing/takedown lights,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) LED flashing/alley lights, mounting kit, CENCOM lighting controller,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>speaker, and mounting brackets (red/blue)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-9 container, aluminum in-vehicle (rear seat area) K-9 container to</td>
<td>3</td>
<td>EA</td>
<td>2,005.00</td>
<td>6,015.00</td>
</tr>
<tr>
<td>protect the public, officer, K-9, and vehicle.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>includes freight and installation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of all equipment mentioned on this quote</td>
<td>3</td>
<td>EA</td>
<td>1,660.00</td>
<td>4,950.00</td>
</tr>
<tr>
<td>Shipping charges for all equipment</td>
<td>3</td>
<td>EA</td>
<td>250.00</td>
<td>750.00</td>
</tr>
<tr>
<td>New City tag (includes temp tag &amp; two way overnight shipping for signature</td>
<td>3</td>
<td>EA</td>
<td>248.33</td>
<td>744.99</td>
</tr>
<tr>
<td>Water dish with bracket</td>
<td>3</td>
<td>EA</td>
<td>135.00</td>
<td>405.00</td>
</tr>
<tr>
<td>Rain shields stick-on style four doors</td>
<td>3</td>
<td>EA</td>
<td>125.00</td>
<td>375.00</td>
</tr>
<tr>
<td>Priority start pro-max w/surge protection</td>
<td>3</td>
<td>EA</td>
<td>88.00</td>
<td>264.00</td>
</tr>
<tr>
<td>Rubber mat for k9 insert</td>
<td>3</td>
<td>EA</td>
<td>85.00</td>
<td>255.00</td>
</tr>
<tr>
<td>Dealer-provided programmed third key</td>
<td>3</td>
<td>EA</td>
<td>75.00</td>
<td>225.00</td>
</tr>
<tr>
<td>Miscellaneous wire &amp; connectors</td>
<td>3</td>
<td>EA</td>
<td>50.00</td>
<td>150.00</td>
</tr>
</tbody>
</table>

$113,802.99

The vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 120716-NAF effective through January 17, 2021. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or consortium.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Maintenance, Fleet Mechanical Cost (8002527) and the additional twenty vehicles through Public Safety Capital Improvement Fund (3025), Police Take Home Cruisers (Project 15609).

Attachments: Purchase Summary
Price History
Resolution

Approvals:

[Signatures]
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Department</th>
<th>Purpose</th>
<th>Replacement or Addition</th>
<th>Age</th>
<th>Life Cycle</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Full-size Police Rated Utility - AWD Ford</td>
<td>30</td>
<td>Police</td>
<td>Used to patrol the City.</td>
<td>Replacement</td>
<td>16</td>
<td>5-7</td>
</tr>
<tr>
<td></td>
<td>Interceptor 3.7L, PS,PB,AC. Marked Patrol.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Full-size Police Rated Utility - AWD Ford</td>
<td>3</td>
<td>Police</td>
<td>Assigned to specialized officers (Traffic/DUI, ISU).</td>
<td>Replacement</td>
<td>14</td>
<td>5-7</td>
</tr>
<tr>
<td></td>
<td>Interceptor 3.7L, PS,PB,AC. Marked Patrol.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Full-size Police Rated Utility - AWD Ford</td>
<td>1</td>
<td>Police</td>
<td>Assigned to investigative services.</td>
<td>Replacement</td>
<td>5-7</td>
<td>5-7</td>
</tr>
<tr>
<td></td>
<td>Interceptor 3.7L, PS,PB,AC. Marked Patrol.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Full-size Police Rated Utility - AWD Ford</td>
<td>15</td>
<td>Police</td>
<td>Assigned to traffic sergeant.</td>
<td>Replacement</td>
<td>6</td>
<td>5-7</td>
</tr>
<tr>
<td></td>
<td>Interceptor 3.7L, PS,PB,AC. Unmarked No Cage, Spotlight</td>
<td></td>
<td></td>
<td></td>
<td>Additional Replacement</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Full-size Police Rated Utility - AWD Ford</td>
<td>3</td>
<td>Police</td>
<td>Assigned to uniformed supervisors.</td>
<td>Replacement</td>
<td>9</td>
<td>5-7</td>
</tr>
<tr>
<td></td>
<td>Interceptor 3.7L, PS,PB,AC. Marked Patrol.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td>Total</td>
<td>56</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Purchase Summary SUV's by Department
## Price History

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>2011</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Full-size Police Rated Utility - AWD Ford</td>
<td>56</td>
<td>$29,265.00</td>
<td>$32,761.00</td>
<td>$33,813.00</td>
<td>3%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Interceptor 3.7L, PS, PB, AC. Patrol Vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Full-Size Police Rated Crown Victoria</td>
<td></td>
<td>$26,263.00</td>
<td>$29,265.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Full-Size Police Rated Taurus</td>
<td></td>
<td>$29,585.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE PURCHASE OF 20 NEW AND 36 REPLACEMENT SPORTS UTILITY VEHICLES (SUV) FROM ALAN JAY FORD LINCOLN MERCURY, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $1,869,860.48, UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 120716-NAF; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase 20 new sports utility vehicles (SUVs) and 36 replacement SUVs that have reached the end of their economic service life for the Fleet Management Department; and

WHEREAS, pursuant to City Code Section 2-256(2), the City is permitted to utilize competitively bid contracts of other government entities; and

WHEREAS, Alan Jay Ford Lincoln Mercury, Inc. has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 120716-NAF; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of 20 new sport utility vehicles (SUVs) and 36 replacement SUVs from Alan Jay Ford Lincoln Mercury, Inc. for the Fleet Management Department at a total cost not to exceed $1,869,860.48 utilizing the National Joint Powers Alliance Contract No. 120716-NAF is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a bid from Ajax Paving Industries of Florida LLC, for the Treasure Island Causeway Trail Project, in the amount of $1,102,912.40, (Engineering Project No. 13075-112; Oracle No. 14036); and providing an effective date.

Explanation: The Procurement Department received three bids for the Treasure Island Causeway Trail Project: an on-street and off-street bicycle trail connecting St. Petersburg to Treasure Island. The bids were opened on December 16, 2016, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ajax Paving Industries of Florida LLC (North Venice, FL)</td>
<td>$1,102,912.40</td>
</tr>
<tr>
<td>Florida Safety Contractors, Inc. (Thonotosassa, FL)</td>
<td>$1,122,177.01</td>
</tr>
<tr>
<td>Gator Grading &amp; Paving, LLC (Palmetto, FL)</td>
<td>$1,309,118.87</td>
</tr>
</tbody>
</table>

The work consists of providing all labor, materials and equipment to construct a shared-use pedestrian and bicycle trail: Treasure Lane east of 104th Avenue to Paradise Boulevard; then north at Paradise Boulevard to Paradise Lane and east along Paradise Lane to Causeway Boulevard N; east along Causeway Boulevard N; towards Sunset Drive; along the North Right of Way from Sunset Drive to Park Street; then crossing southerly at Central Avenue and southerly along the west Right of Way towards 1st Avenue S; East along 1st Avenue S from Sunset Drive towards Pasadena Boulevard; Northerly along the existing Pinellas Trail Right of Way from 1st Avenue South; crossing Central Avenue and connecting to the existing Pinellas Trail south of 2nd Avenue North. The completed work will allow for safer travel of bicyclists and pedestrians to and from Treasure Island.

Work includes the removal of existing sidewalk, construction of 1,640 linear feet of 10’ wide concrete trail, removal of existing roadway and construction of approximately 1,980 linear feet of 4’ concrete traffic separator, 20,000 square yards of milling and resurfacing of asphalt roadway, removal of existing signage, and construction of roadway and trail striping and signage, and the construction of curb ramps with sodding and restoration. The project will also make improvements to the roadway and drainage systems along 1st Ave South.

On April 7, 2016, City Council approved a LAP Agreement for construction phase services in the amount of $1,144,000.00.

The Procurement Department, in cooperation with the Engineering and Capital Improvements Department, recommends an award to:

Ajax Paving Industries of Florida LLC (North Venice, FL) ................... $1,102,912.40

Ajax Paving Industries of Florida LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6306, dated November 3, 2016. They currently hold an asphalt and pavement BPA ($380,000) with the City and are performing satisfactorily. The principal of Ajax Paving Industries of Florida LLC is Michael Horan, president.
The contractor will begin work on the project within approximately ten (10) calendar days from written notice to proceed. Construction period will be one-hundred eighty (180) calendar days, starting when a notice to proceed is issued.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Bicycle/Pedestrian Safety Grants Capital Projects Fund (3004) Treasure Island Causeway Trail Project (14036).

**Attachments:** Location Map
Resolution

**Approvals:**

[Signatures]
Project Location Map
Treasure Island Causeway Trail
Project No. 13075-112

ENGINEERING AND CAPITAL
IMPROVEMENTS DEPARTMENT
CITY OF ST. PETERSBURG

APPROVED BY:  DATE: 1/30/2017
WHEREAS, the City wishes to construct the Treasure Island Causeway Trail - an on-street and off-street bicycle trail connecting St. Petersburg to Treasure Island; and

WHEREAS, Ajax Paving Industries of Florida LLC has met the specifications, terms and conditions of Bid No. 6306, dated November 3, 2016; and

WHEREAS, the Procurement Department, in cooperation with the Engineering and Capital Improvements Department recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is accepted and the award of an agreement to Ajax Paving Industries of Florida LLC at a total cost not to exceed $1,102,912.40 for the Treasure Island Causeway Trail Project is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

__________________________
City Attorney (designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving additional blanket purchase agreements to Everingham Electric, Inc. and P & L Electric, Inc., for City-owned street lighting for the Public Works Administration at a total amount not to exceed $914,000.

Explanation: On February 18, 2016, City Council approved a three-year blanket purchase agreement with Riley Electric, Co., for City-owned street lighting. The agreement has two one-year renewal options.

Since the inception of the agreement, there has been a significant increase in repair requirements due to auto accidents and damage resulting from adjacent construction. Therefore, approval of additional contractors from the original bid is requested to ensure that service needs are met. An increase in contract amount is not needed at this time.

The vendors will provide labor, supervision, tools, materials and vehicles necessary for installation, maintenance and repair of damaged fixtures and electrical services on a project-by-project basis. Work includes replacing or installing new lighting fixtures and poles, replacing fixture globes, ballasts, lamps, photo cells, fuses, induction generators or LED drivers in Biscayne and Flagler acorn decorative lights as well as bollard fixtures citywide. The work will be concentrated mainly in the downtown area.

The Procurement Department, in cooperation with the Public Works Administration, recommends approval:

Street Lighting Repairs and Maintenance..................................................$914,100

Original agreement approved – Riley Electric Co
Additional approvals requested
Everingham Electric, Inc
P &L Electric, Inc.

These vendors have met the specifications and requirements of RFQ No. 5966 dated December 11, 2015. Both Everingham Electric, Inc. and P & L Electric, Inc. are certified SBE’s, and have satisfactorily performed similar services for the City in the past.

The agreements will be binding only for actual services rendered. The agreements will be effective from date of award through February 28, 2019, with two one-year renewal options. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of $914,000 during the agreement term.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Neighborhood & Citywide Infrastructure Fund (3027), Recreation & Culture Capital Improvement Fund (3029), and the General Fund (0001).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signatures]
### Bid Tabulation

**City of St Petersburg**

**Procurement Supply Management**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty.</th>
<th>UOM</th>
<th>Riley Electric Co., Inc. Largo, FL Delivered in 24 hours</th>
<th>P+L Electric, Inc. Clearwater, FL Delivered in 1 Day</th>
<th>Everingham Electric, Inc. St Petersburg, FL Delivered in 1 Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Licensed Journeyman Electrician including Service Truck</td>
<td>2,375 HR</td>
<td></td>
<td>$42.00 $99,750.00</td>
<td>$47.50 $112,312.50</td>
<td>$44.99 $108,851.25</td>
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<tr>
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<td>Monday - Friday 8:00 am - 5:00 pm</td>
<td>3 HR</td>
<td></td>
<td>65.00 195.00</td>
<td>65.00 195.00</td>
<td>50.00 150.00</td>
</tr>
<tr>
<td>3</td>
<td>Saturday and Sunday</td>
<td>3 HR</td>
<td></td>
<td>65.00 195.00</td>
<td>65.00 195.00</td>
<td>50.00 150.00</td>
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<tr>
<td>4</td>
<td>City Recognized Holidays</td>
<td>3 HR</td>
<td></td>
<td>65.00 195.00</td>
<td>65.00 195.00</td>
<td>50.00 150.00</td>
</tr>
<tr>
<td>5</td>
<td>Licensed Journeyman Electrician including Aerial (Bucket) Truck</td>
<td>2,375 HR</td>
<td></td>
<td>66.00 154,375.00</td>
<td>65.00 154,375.00</td>
<td>59.00 140,125.00</td>
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<td>Monday - Friday 8:00 am - 5:00 pm</td>
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<td></td>
<td>75.00 225.00</td>
<td>75.00 225.00</td>
<td>74.00 222.00</td>
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<td>7</td>
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<td></td>
<td>75.00 225.00</td>
<td>75.00 225.00</td>
<td>74.00 222.00</td>
</tr>
<tr>
<td>8</td>
<td>City Recognized Holidays</td>
<td>3 HR</td>
<td></td>
<td>75.00 225.00</td>
<td>75.00 225.00</td>
<td>74.00 222.00</td>
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<tr>
<td>9</td>
<td>Electrician's Helper/Apprentice w/Service Truck</td>
<td>200 HR</td>
<td></td>
<td>60.00 12,000.00</td>
<td>65.00 13,000.00</td>
<td>59.00 11,800.00</td>
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<td>10</td>
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<td>3 HR</td>
<td></td>
<td>75.00 225.00</td>
<td>75.00 225.00</td>
<td>74.00 222.00</td>
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<tr>
<td>11</td>
<td>Saturday and Sunday</td>
<td>3 HR</td>
<td></td>
<td>75.00 225.00</td>
<td>75.00 225.00</td>
<td>74.00 222.00</td>
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<td>75.00 225.00</td>
<td>75.00 225.00</td>
<td>74.00 222.00</td>
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<tr>
<td>13</td>
<td>Electrician's Helper/Apprentice w/Augcr/Canoe Truck</td>
<td>300 HR</td>
<td></td>
<td>25.00 7,500.00</td>
<td>42.50 12,750.00</td>
<td>27.00 8,100.00</td>
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<td>14</td>
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<td></td>
<td>35.00 105.00</td>
<td>55.00 165.00</td>
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<td>15</td>
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<td>3 HR</td>
<td></td>
<td>35.00 105.00</td>
<td>55.00 165.00</td>
<td>34.00 102.00</td>
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<tr>
<td>16</td>
<td>City Recognized Holidays</td>
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<td></td>
<td>35.00 105.00</td>
<td>55.00 165.00</td>
<td>34.00 102.00</td>
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<tr>
<td>17</td>
<td>Electrician's Helper/Apprentice w/Rand/Canoe Truck</td>
<td>3,000 HR</td>
<td></td>
<td>20.00 60,000.00</td>
<td>35.00 105,000.00</td>
<td>27.00 81,000.00</td>
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<td>18</td>
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<td>3 HR</td>
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<td>30.00 90.00</td>
<td>42.50 127.50</td>
<td>30.00 90.00</td>
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<tr>
<td>19</td>
<td>Saturday and Sunday</td>
<td>3 HR</td>
<td></td>
<td>30.00 90.00</td>
<td>42.50 127.50</td>
<td>30.00 90.00</td>
</tr>
<tr>
<td>20</td>
<td>City Recognized Holidays</td>
<td>3 HR</td>
<td></td>
<td>30.00 90.00</td>
<td>42.50 127.50</td>
<td>30.00 90.00</td>
</tr>
</tbody>
</table>

Sub Total: $324,106.00 $400,750.00 $350,234.25

SBE Discount: $12,964.32 $16,030.00 $14,009.37

2%/10, Net 30 Discount: $6,482.16 $8,015.00 $7,004.69

Total: $304,621.52 $376,705.00 $329,220.20
A RESOLUTION ACCEPTING TWO ADDITIONAL BIDS AND APPROVING TWO ADDITIONAL BLANKET AGREEMENTS WITH TWO ONE-YEAR RENEWAL OPTIONS TO THE ORIGINAL RFQ NO. 5966, DATED DECEMBER 11, 2015 AND APPROVED BY CITY COUNCIL ON FEBRUARY 18, 2016, TO EVERINGHAM ELECTRIC, INC. AND P & L ELECTRIC, INC. AT AN ESTIMATED TOTAL COMBINED COST NOT TO EXCEED $914,000 FOR INSTALLATION, REPAIR AND MAINTENANCE OF CITY-OWNED STREET LIGHTING FOR THE PUBLIC WORKS ADMINISTRATION; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Department received three bids for installation, repairs and maintenance of city owned street lighting for the Public Works Administration pursuant to RFQ No. 5966 dated, December 11, 2015; and

WHEREAS, Riley Electric Co., Inc. ("Riley") was awarded the original three-year agreement with two renewal options on February 18, 2016; and

WHEREAS, since the inception of the agreement with Riley, there has been a significant increase in repair requirements and in order to ensure that service needs are met additional contractors will be necessary; and

WHEREAS, based on the original RFQ No. 5966, Everingham Electric, Inc. and P & L Electric, Inc. have met the specifications, terms and conditions of original RFQ No. 5966; and

WHEREAS, the Purchasing Department in cooperation with the Public Works Administration recommends approval of these awards through February 28, 2019.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that two additional bids are accepted and approving two additional blanket agreements with two one-year renewal options to the original RFQ No. 5966, dated December 11, 2015 and approved by council on February 18, 2016, to Everingham Electric, Inc. and P & L Electric, Inc. at an estimated total combined cost not to exceed $914,000 for installation, repair and maintenance of city-owned street lighting for the Public Works Administration are hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate these transaction.
This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving five-year blanket purchase agreements with Nubro, Inc., d/b/a Brodart Company, Midwest Tape, Baker & Taylor, and five other vendors for library books and related materials for the libraries, at an estimated annual amount of $717,000, for a combined total contract amount not to exceed $3,585,000.

Explanation: This purchase is being made from State of Florida Contract No. 715-001-07-1.

The vendors furnish and deliver library books and related materials such as DVD's, music CD's, encyclopedias, audiobooks, magazines, periodicals and book processing. The vendors also provide discounts from the manufacturers' price lists.

The Procurement Department in cooperation with the Library Department, recommends an award utilizing State of Florida Contract No. 715-001-07-1:

<table>
<thead>
<tr>
<th>Library Materials</th>
<th>$3,585,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>(5 years @ $717,000/year)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendors</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nubro, Inc. d/b/a Brodart Company</td>
<td>$250,000</td>
</tr>
<tr>
<td>Midwest Tape, LLC.</td>
<td>210,000</td>
</tr>
<tr>
<td>Baker &amp; Taylor, LLC.</td>
<td>170,000</td>
</tr>
<tr>
<td>Cengage Leaning, Inc.</td>
<td>30,000</td>
</tr>
<tr>
<td>WT Cox d/b/a Cox Subscriptions, Inc.</td>
<td>20,000</td>
</tr>
<tr>
<td>The Rosen Publishing Group Inc.</td>
<td>20,000</td>
</tr>
<tr>
<td>Cavendish Square Publishing, Inc.</td>
<td>10,000</td>
</tr>
<tr>
<td>World Book, Inc.</td>
<td>7,000</td>
</tr>
</tbody>
</table>

The suppliers have met the specifications, terms and conditions of State of Florida Contract No. 715-001-07-1, dated December 30, 2016. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the City to piggyback off contracts with government agencies, including the State. This agreement will be effective from the date of award through February 28, 2022. Blanket purchase agreements will be issued and will be binding only for actual services received. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of $3,585,000 during the term of the agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Operating Fund (0001), Library Department Technical Processing Division (200-1141).

Attachments: Resolution

Approvals:

By: Administrative

Budget
A RESOLUTION ACCEPTING THE BID AND
APPROVING THE AWARD OF FIVE-YEAR
AGREEMENTS (BLANKET AGREEMENTS) TO
NUBRO, INC. D/B/A BRODART CO.; MIDWEST TAPE,
LLC; BAKER & TAYLOR, LLC; CENGAGE
LEARNING, INC.; COX SUBSCRIPTIONS, INC.; THE
ROSEN PUBLISHING GROUP INC.; CAVENDISH
SQUARE PUBLISHING, LLC; AND WORLD BOOK,
INC. TO FURNISH AND DELIVER LIBRARY BOOKS
AND RELATED MATERIALS FOR THE ST.
PETERSBURG LIBRARY SYSTEM AT AN
ESTIMATED ANNUAL COST NOT TO EXCEED
$717,000 FOR A TOTAL FIVE-YEAR CONTRACT
AMOUNT NOT TO EXCEED $3,585,000; UTILIZING
STATE OF FLORIDA CONTRACT NO. 715-001-07-01;
AUTHORIZING THE MAYOR OR MAYOR’S
DESIGNEE TO EXECUTE ALL DOCUMENTS
NECESSARY TO EFFECTUATE THESE
TRANSACTIONS; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the St. Petersburg Library System provides library resources to meet
educational, recreational, cultural, intellectual and social needs of our diverse community; and

WHEREAS, pursuant to Section 2-241(f) of the City Code, the City is permitted to utilize
competitively bid proposals or contracts secured by State, County or municipal government when it is in
the best interest of the City; and

WHEREAS, Nubro, Inc. d/b/a Brodart Co.; Midwest Tape, LLC; Baker & Taylor, LLC;
Cengage Learning, Inc.; Cox Subscriptions, Inc.; The Rosen Publishing Group Inc.; Cavendish Square
Publishing, LLC; and World Book, Inc. have met the specifications, terms and conditions of the State of
Florida Contract No. 715-001-07-01; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the
St. Petersburg Library System recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg,
Florida that the bid is accepted and award of five-year agreements (Blanket Agreements) to Nubro, Inc.
d/b/a Brodart Co.; Midwest Tape, LLC; Baker & Taylor, LLC; Cengage Learning, Inc.; Cox Subscriptions,
Inc.; The Rosen Publishing Group Inc.; Cavendish Square Publishing, LLC; and World Book, Inc. to furnish
and deliver library books and related materials for the St. Petersburg Library System at an estimated annual
cost not to exceed $717,000 for a total five-year contract amount not to exceed $3,585,000; utilizing State
Of Florida Contract No. 715-001-07-01 is hereby approved and the Mayor or Mayor’s designee is authorized
to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting the bid from Florida Safety Contractors, Inc., for the Downtown Intersection & Pedestrian Facilities FY15 and 2nd Ave and 2nd St S. Intersection Modifications Projects, in the amount of $663,259.38 (Engineering Project Nos. 15022-112 & 15077-112; Oracle Project Nos. 13765, 15090, 15638 and 13281); and providing an effective date.

Explanation: The Procurement Department received four bids for the Downtown Intersection & Pedestrian Facilities FY15 Project and the 2nd Ave S and 2nd St S Intersection Modification Project. The bids were opened on January 26, 2017, and tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florida Safety Contractors, Inc. (Thonotosassa)</td>
<td>$663,259.38</td>
</tr>
<tr>
<td>Suncoast Development of Pinellas County, Inc. (Odessa)</td>
<td>$785,799.50</td>
</tr>
<tr>
<td>MTM Contractors, Inc. (Pinellas Park)</td>
<td>$1,080,451.75</td>
</tr>
<tr>
<td>Blacktip Services, Inc. (Celebration)</td>
<td>$1,386,034.14</td>
</tr>
</tbody>
</table>

The contractor will furnish all labor, materials and equipment necessary to construct street curbing and pedestrian crosswalk bulb-outs at the below listed intersections:

- 1st Avenue North and 1st Street, northwest corner
- 1st Avenue South and 1st Street, northeast corner
- 2nd Avenue South and 1st Street, southwest corner
- 5th Avenue South and 1st Street, northwest, southwest and southeast corners
- 7th Street North and Central Avenue, northeast corner
- 7th Street South and Central Avenue, southeast and southwest corners and north side of Central
- 1st Avenue Southeast and Beach Drive, northwest corner
- 1st Avenue Northeast and Beach Drive, northeast and southeast corners
- 2nd Avenue Northeast and Beach Drive, northwest corner
- 4th Avenue South and 1st Street South, northwest and southwest corners
- 2nd Avenue South and 2nd Street, northwest and southeast corners

The work includes all material, labor, equipment and services required to construct approximately 1,755 square yards of new 6"-concrete sidewalk, 900 square yards of brick paver sidewalk, 30 ADA compliant concrete pedestrian ramps with detectable warning surface, 2,600 linear feet of thermoplastic pavement markings, 750 linear feet of painted pavement markings, 1,155 linear feet of curb, twelve (12) bollard relocations, and 980 square feet of sod. The work also includes construction of approximately 145 linear feet of 15"-reinforced concrete pipe, 140 linear feet of 18"-reinforced concrete pipe, seven (7) manholes, twenty (20) drainage inlets, five (5) catch basins, two (2) catch basin conversions to manholes, one (1) manhole conversion to catch basin, one (1) grate drain conversion to manhole, seventeen (17) valve boxes, and four (4) manhole cover adjustments. Work includes maintenance of traffic during construction and
restoration of surfaces adjacent to the work. Work will be coordinated with downtown events and property owners.

The Procurement Department, in cooperation with the Engineering and Capital Improvements Department, recommends an award to:

Florida Safety Contractors, Inc. (Thonotosassa) $308,096

Florida Safety Contractors, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 6331, dated January 26, 2017. They have satisfactorily performed similar projects for the City of St. Petersburg, City of Lakeland, City of Titusville, and, Florida Department of Transportation. The principal of the firm is Michael K. Reichart, president.

The contractor will begin work approximately ten (10) days from notice to proceed and is scheduled to complete the work within five hundred (500) consecutive calendar days thereafter.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Transportation Impact Fees Capital Projects Fund (3071) Downtown Intersection & Ped Facility FY13 Project (13765), Downtown Intersection & Ped Facility FY16 Project (15090), and the Neighborhood & Citywide Infrastructure CIP Fund (3027) Complete Streets FY17 Project (15638) and One-Way to Two-Way Conversions Project (13281).

Attachments: Bid Tabulation (5 pages)
Resolution

Approvals:

[Signatures]
# BID TABULATION

**Downtown Intersection and Pedestrian Facilities - FY15**

**2nd A/S and 2nd S/S Intersection Modifications**

Engineering & Capital Improvements Department, City of St. Petersburg, Florida

<table>
<thead>
<tr>
<th>Bid No.</th>
<th>Bid Date</th>
<th>Project No.</th>
<th>Bid: 6331</th>
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<td>1.00</td>
<td>Penetral, 26/4017</td>
<td>15022-112 &amp; 15017-112</td>
<td>Downtown Intersection and Pedestrian Facilities - FY 15, PROJECT NO. 15022-112</td>
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<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>2nd A/S Microwave Antenna &amp; Forklift</td>
<td>1</td>
<td>$6,200.00</td>
<td>$6,200.00</td>
</tr>
<tr>
<td>2</td>
<td>2nd S/S Microwave Antenna &amp; Forklift</td>
<td>1</td>
<td>$6,200.00</td>
<td>$6,200.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>15&quot; Reinforced Concrete Pipe, Class III</td>
<td>$3,100.00</td>
</tr>
<tr>
<td>Asphalt Pavement</td>
<td>$28,000.00</td>
</tr>
<tr>
<td>Warning Stablized Subgrade</td>
<td>$21,700.00</td>
</tr>
<tr>
<td>Saw Cut</td>
<td>$5,995.00</td>
</tr>
<tr>
<td>Concrete Sidewalk Curb Ramp with Detectable Warning</td>
<td>$41,965.00</td>
</tr>
<tr>
<td>10&quot; Reinforced Concrete Pipe, Class III</td>
<td>$4,385.00</td>
</tr>
<tr>
<td>Inlet, Catch Basin, Type I</td>
<td>$30,695.00</td>
</tr>
</tbody>
</table>

**DOWNTOWN INTERSECTION AND PEDESTRIAN FACILITIES - FY 15, PROJECT NO. 15022-112**

**GENERAL**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
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<tr>
<td>2</td>
<td>Traffic Control</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Clearing and Grubbing</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Inlet Protection System</td>
<td>$75.00</td>
</tr>
<tr>
<td>5</td>
<td>Silt Fence</td>
<td>$1.00</td>
</tr>
<tr>
<td>6</td>
<td>Pavement Removal (Concrete/Asphalt)</td>
<td>$10.00</td>
</tr>
<tr>
<td>7</td>
<td>Curb Removal</td>
<td>$10.00</td>
</tr>
<tr>
<td>8</td>
<td>Saw Cut</td>
<td>$1.00</td>
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**ROADWAY**

<table>
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<th>Unit Price</th>
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</thead>
<tbody>
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<td>Stabilized Subgrade</td>
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<tr>
<td>2</td>
<td>Base Material</td>
<td>$45.00</td>
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<tr>
<td>3</td>
<td>Asphalt Pavement</td>
<td>$86.00</td>
</tr>
<tr>
<td>4</td>
<td>Concrete Pavement</td>
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</tr>
<tr>
<td>5</td>
<td>Curb</td>
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</tr>
<tr>
<td>6</td>
<td>Concrete Sidewalk (6&quot; Thick)</td>
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</tr>
<tr>
<td>7</td>
<td>Brick Sidewalk</td>
<td>$25.00</td>
</tr>
<tr>
<td>8</td>
<td>Concrete Sidewalk Curb Ramp with Detectable Warning</td>
<td>$41.00</td>
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**STORM DRAINAGE**

<table>
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<th>Description</th>
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</tr>
</thead>
<tbody>
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<td>1</td>
<td>15&quot; Reinforced Concrete Pipe, Class III</td>
<td>$119.00</td>
</tr>
<tr>
<td>2</td>
<td>18&quot; Reinforced Concrete Pipe, Class III</td>
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</tr>
<tr>
<td>3</td>
<td>Inlet, Catch Basin, Type I</td>
<td>$4,000.00</td>
</tr>
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</table>

**Subtotal:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>$1,575</td>
</tr>
<tr>
<td>ROADWAY</td>
<td>$2,982</td>
</tr>
<tr>
<td>STORM DRAINAGE</td>
<td>$2,982</td>
</tr>
</tbody>
</table>

**Total:** $7,357.00 (after Surety-5% bond)
**Downtown Intersection and Pedestrian Facilities - FY15**

2nd A/S and 2nd SIS Intersection Modifications

Engineering & Capital Improvements Department, City of St. Petersburg, Florida

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>D-11.2</td>
<td>Inlet Catch Basin, Type II</td>
<td>5 EA</td>
<td>$4,900.00</td>
<td>$24,900.00</td>
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<tr>
<td>D-11.3</td>
<td>Inlet Catch Basin, IM-1 (One Wing)</td>
<td>1 EA</td>
<td>$4,600.00</td>
<td>$4,600.00</td>
</tr>
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**Subtotal: STORM DRAINAGE**

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**FCC Insurance Company**

11825 Jackson Rd., St. Petersburg, FL 33719

321-390-4900

**Suncoast Development of Pinellas County, Inc.**

2340 Destiny Way, Odessa, FL 33556

321-390-4900

**Blacktip Services, Inc.**

3220 Celebration Blvd., Celebration, FL 34747

321-390-4900

**MTM Contractors, Inc.**

6550 53rd St. N., Pinellas Park, FL 33781

321-390-4900

**Florida Safety Contractors, Inc.**

2123-390-4900

321-390-4900

321-390-4900

321-390-4900
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**BID TABULATION**

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**Total: MISCELLANEOUS**

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**2ND AVENUE SOUTH AND 2ND STREET SOUTH INTERSECTION MODIFICATIONS, PROJECT NO. 15077-112**

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## Downtown Intersection and Pedestrian Facilities - FY15

### BID TABULATION

**Bid No.:**

2nd A/S and 2nd S/S Intersection Modifications

**Project Nos.:**

15022-112 & 15077-112

**Bid date:**

January 26, 2016

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Florida Safety Contractors, Inc.</th>
<th>Suncoast Development of Pinellas County, Inc.</th>
<th>MTM Contractors, Inc.</th>
<th>Blacktip Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>11825 Jackson Rd. St. Petersburg, FL 33592</td>
<td>2340 Destiny Way Odessa, FL 33555</td>
<td>6500 53rd St. N. Pinellas Park, FL 33781</td>
<td>1420 Celebration Blvd. Celebration, FL 34747</td>
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<tr>
<th>Item No.</th>
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<tr>
<td></td>
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<td>The Guarantee Company of North America</td>
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### BID TABULATION SUMMARY

**PROJECT NO. 15022-112**

<table>
<thead>
<tr>
<th>Item</th>
<th>TOTAL:</th>
<th>GENERAL</th>
<th>ROADWAY</th>
<th>STORM DRAINAGE</th>
<th>MISCELLANEOUS</th>
<th>SURFACE RESTORATION</th>
<th>PROJECT NO. 15022-112</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$95,957.00</td>
<td>$209,998.00</td>
<td>$248,560.00</td>
<td>$240,431.00</td>
<td>$706,666.40</td>
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**PROJECT NO. 15077-112**

<table>
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<tr>
<th>Item</th>
<th>TOTAL:</th>
<th>GENERAL</th>
<th>ROADWAY</th>
<th>STORM DRAINAGE</th>
<th>MISCELLANEOUS</th>
<th>SURFACE RESTORATION</th>
<th>PROJECT NO. 15077-112</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$19,548.00</td>
<td>$50,098.00</td>
<td>$27,675.00</td>
<td>$131,300.00</td>
<td>$125,528.00</td>
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**PROJECT NO. 15022-112 AND 15077-112**

<table>
<thead>
<tr>
<th>Item</th>
<th>TOTAL:</th>
<th>GENERAL</th>
<th>ROADWAY</th>
<th>STORM DRAINAGE</th>
<th>MISCELLANEOUS</th>
<th>SURFACE RESTORATION</th>
<th>PROJECT NO. 15022-112 AND 15077-112</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$663,259.38</td>
<td>$785,799.50</td>
<td>$1,080,451.75</td>
<td>$1,386,034.14</td>
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<td></td>
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</tr>
</tbody>
</table>

Estimated quantities have been corrected due to a rounding error.

---

**Date:**

Ziba Mohammadi, P.E. 2/12/16

**Date:**

Thomas B. Gibson, P.E. 2/6/16

**Date:**

Imanil Payman, P.E. 2/7/16

Project Manager

Transportation and Structures Design Manager

Engineering & Capital Improvements Director

5 OF 5
WHEREAS, the City desires to construct and install street curbing and pedestrian crosswalk bulb-outs at various locations as part of the Downtown Intersection & Pedestrian Facilities FY15 and the 2nd Avenue and 2nd Street South Intersection Modifications Projects; and

WHEREAS, Florida Safety Contractors, Inc. has met the specifications, terms and conditions of IFB No. 6331, dated January 26, 2017; and

WHEREAS, the Procurement Department, in cooperation with the Engineering & Capital Improvements Department recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is accepted and the award of an agreement to Florida Safety Contractors, Inc. at a total cost not to exceed $663,259.38 for the Downtown Intersection & Pedestrian Facilities FY15 and 2nd Avenue and 2nd Street South Intersection Modifications Projects is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving a three-year blanket purchase agreement to Chemrite, Inc. for calcium oxide for the Water Resources Department, in an annual amount of $659,940, for a total contract amount of $1,979,820.

Explanation: The Procurement Department received three bids for calcium oxide.

The vendor will furnish and deliver finely ground calcium oxide (quicklime) that is used by the Southwest Water Reclamation Facility (SWWRF) to convert waste activated sludge into a Class AA product. This finer quicklime is used exclusively by SWWRF and is mixed directly with biosolids and activated by heat to kill bacteria and pathogens. The resulting Class AA product can be used by fruit growers and turf grass businesses, in addition to its standard use as pasture manure.

Chemrite, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6362, dated February 9, 2017. A blanket purchase agreement will be issued and will be binding only for actual quantities purchased. The agreement will be effective from April 1, 2017 through, February 28, 2020, with one two-year renewal option.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Southwest WRF (4202181).

Attachments: Bid Tabulation, Price History, Resolution

Approvals: Administrative, Budget
## City of St. Petersburg

**Bid Tabulation**

Procurement and Supply Management

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Chemical, Calcium Oxide, SWWRF</td>
<td>3,000 Ton</td>
<td>$219.96</td>
<td>$659,940.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal:</td>
<td></td>
<td>$659,940.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td></td>
<td>$659,940.00</td>
<td></td>
</tr>
</tbody>
</table>

- **Chemrile, Inc.**
  - Buford, GA
  - Terms: Net 30
  - Delivery: 3 Days
  - Unit Price: $219.96
  - Extended Price: $659,940.00

- **Carmeuse Lime & Stone, Inc.**
  - Pittsburgh, PA
  - Terms: Net 30
  - Delivery: 2 Days
  - Unit Price: $246.41
  - Extended Price: $739,230.00

- **Lhoist North America of Alabama, LLC**
  - Lakeland, FL
  - Terms: Net 30
  - Delivery: 2 Days
  - Unit Price: $298.12
  - Extended Price: $894,360.00

*Award Pending*
### Price History
885-78 Calcium Oxide (Quicklime)

<table>
<thead>
<tr>
<th>Description</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calcium Oxide, high calcium, ton</td>
<td>$242.42</td>
<td>$242.42</td>
<td>$242.42</td>
<td>$242.42</td>
<td>$219.98</td>
<td>(10%)</td>
</tr>
</tbody>
</table>
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A THREE YEAR AGREEMENT (BLANKET AGREEMENT) WITH ONE TWO-YEAR RENEWAL OPTION TO CHEMRITE, INC. FOR CALCIUM OXIDE FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL ANNUAL COST NOT TO EXCEED $659,940 FOR A TOTAL THREE YEAR CONTRACT AMOUNT NOT TO EXCEED $1,979,820; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase calcium oxide which is used by the Southwest Water Reclamation Facility to convert waste activated sludge into a Class AA product; and

WHEREAS, Chemrite, Inc. has met the specifications, terms and conditions of Bid No. 6362, dated February 9, 2017; and

WHEREAS, the Procurement Department, in cooperation with the Water Resources Department recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is accepted and the award of a three year agreement (Blanket Agreement) with one two-year renewal option to Chemrite, Inc. for calcium oxide for the Water Resources Department at a total annual cost not to exceed $659,940 for a total three year contract amount not to exceed $1,979,820 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of Microsoft Office licenses from SHI Inc. for the Department of Technology Services at an annual cost of $314,929.28.

Explanation: This purchase is being made from Florida State Contract No. 43230000-15-02.

The vendor will provide software licenses for Microsoft Office 365 Online Kiosk G (173 licenses), Office 365 E1/G1 (1,108 licenses), Office 365 E3 (1,149 licenses) and Office 365 Online Archiving (1,281 licenses). The Microsoft Online Kiosk license provides web-based access to the Microsoft Exchange email system in the cloud. The Office 365 E1 (Government Suite 1) license provides Exchange email in the Cloud, Skype-for-Business video conferencing for business collaboration, and SharePoint for document sharing. The Office 365 E3 (Government Suite 3) license includes all of the functionality of the E1 license and also includes the full suite of Microsoft Office products, including Word, Excel, PowerPoint, and Access.

Archive licenses are purchased in conjunction with kiosk and E1 licenses to provide those users with unlimited storage/archival of emails and eDiscovery. Archiving is included with E3 licenses.

All licenses include a 99.9 percent financially-backed uptime SLA, backup and disaster recovery services, comprehensive compliance and security, ISO 27001, HIPPA, FISMA, and CJIS-ready "Evergreen" Service. In addition, these Microsoft Office 365 cloud-based licenses eliminate the City's need to patch, protect and upgrade local servers.

The Procurement Department, in cooperation with the Department of Technology Services, recommends an award utilizing Florida State Contract No. 43230000-15-02:

SHI, Inc. ........................................................................................................ $314,929.28

SHI, Inc. has met the specifications, terms and conditions of Florida State Contract No. 43230000-15-02. This purchase is made in accordance with Section 2-256(2) of the Procurement Code, which authorizes the Mayor or his designee to utilize competitively bid contracts of other governmental entities. The renewal is effective through January 31, 2018.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology and Infrastructure Fund (5011) Department of Technology Services, Network Support (850-2565).

Attachments: Quote (2 pages)
Resolution

Approvals:
## City of Saint Petersburg FL

**Inside Account Manager**

**Brett Fravel**  
Phone: 290 Davidson Avenue  
Fax: 732-868-6055  
Email: Brett.Fravel@stpete.org

**Shaina Chinchilla**  
290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-543-0432  
Fax: 732-868-6055  
Email: Shaina_Chinchilla@shi.com

All Prices are in US Dollar (USD)

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Your Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office365PlanG3 ShrdSvr ALNG SubsVL MVL</td>
<td>115</td>
<td>$171.79</td>
<td>$19,755.85</td>
</tr>
</tbody>
</table>
| Product: U7S-00008  
Coverage Term: Feb-01-2017 – Jan-31-2018 |
| Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr | 5 | $73.66 | $368.40 |
| Product: U4S-00002  
Coverage Term: Feb-01-2017 – Jan-31-2018 |
| Office365GovE3 ShrdSvr ALNG SubsVL MVL PerUsr | 2 | $52.32 | $104.64 |
| Product: AAA-11894  
Coverage Term: Feb-01-2017 – Jan-31-2018 |
| Office365PlanG3 ShrdSvr ALNG SU MVL Office365PlanG1 PerUsr | 20 | $134.65 | $2,693.00 |
| Product: U7S-00016  
Coverage Term: Feb-01-2017 – Jan-31-2018 |
| Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr | 1103 | $73.64 | $81,224.92 |
| Product: U4S-00002  
Coverage Term: Feb-01-2017 – Jan-31-2018 |
| Office365PlanG3 ShrdSvr ALNG SubsVL MVL PerUsr | 1000 | $174.60 | $174,600.00 |
| Product: U7S-00008  
Coverage Term: Feb-01-2017 – Jan-31-2018 |
| ExchOnlnArchExchOnlnG ShrdSvr ALNG / Exchange Online Arch G Shrd Svr Sub Per User | 5 | $24.51 | $122.55 |
| Product: 4ES-00001  
Coverage Term: Feb-01-2017 – Jan-31-2018 |
| Office365GovE3 ShrdSvr ALNG SubsVL MVL PerUsr | 1276 | $24.51 | $31,274.76 |
| Product: 3PS-00001  
Coverage Term: Feb-01-2017 – Jan-31-2018 |
| Office365GovE3 ShrdSvr ALNG SubsVL MVL PerUsr | 173 | $18.32 | $3,189.36 |
| Product: 3PS-00001  
Coverage Term: Feb-01-2017 – Jan-31-2018 |
10 Office365PlanG3 ShrdSvr ALNG SU MVL Office365PlanG1 PerUsr
Microsoft - Part#: U7S-00016
Coverage Term: Feb-01-2017 – Jan-31-2018

| 12 | $134.55 | $1,615.80 |

Total $314,929.28

Additional Comments

To process your order, you can e-mail your request to floridateam@shi.com. You can also fax it to 732-868-6055. Please include a contact e-mail address on all orders, as this is required by most vendors. Thanks!

*Are you interested in increasing employee productivity, conserving network bandwidth and protecting against today's complex web-based security threats, such as malicious code and keyloggers? If so, please call us to discuss how the Websense web and email filtering product offerings can help. Or, download a free trial version today at www.websense.com/shi.

SHI Fed ID# 22-3009648
SHI is a Certified Minority (Asian-Pacific) Large Account Reseller, specializing in the sale and distribution of academically priced software, services, and hardware from a myriad of manufacturers ... including Microsoft, Symantec/Veritas, Adobe, Trend Micro, Corel, McAfee, Novell, HP, CA, Inspiration, Riverdeep, Kingston and more.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.
A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT TO SHI INTERNATIONAL CORP. TO PROVIDE MICROSOFT OFFICE LICENSES AT A TOTAL COST NOT TO EXCEED $314,929.28 FOR THE DEPARTMENT OF TECHNOLOGY SERVICES; UTILIZING FLORIDA STATE CONTRACT NO. 43230000-15-02; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to renew its licenses for all Microsoft Office 365 products for the Department of Technology Services; and

WHEREAS, pursuant to Section 2-256(2) of the City Code the Mayor or his designee is authorized to utilize competitively bid contracts of other government entities when it is in the best interest of the City; and

WHEREAS, SHI International Corp. has met the specifications, terms and conditions of Florida State Contract No. 43230000-15-02; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Department of Technology Services, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the renewal of an agreement to SHI International Corp. to provide Microsoft software licenses at a total cost not to exceed $314,929.28 for the Department of Technology Services; utilizing Florida State Contract No. 43230000-15-02 is hereby approved and the Mayor his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption. 

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting the bid from Hodge Management, LLC, for the Coliseum Window Replacement Project, in the amount of $159,359 (Engineering Project No.15204-219, Oracle Project No.15113); and providing an effective date.

Explanation: The Procurement Department received five bids for electrical upgrades for the Coliseum Window Replacement Project. The bids were opened on January 5, 2017, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hodge Management LLC (Seminole, FL)</td>
<td>$159,359.00</td>
</tr>
<tr>
<td>Bob Carroll Building Contractor, Inc. (Port Richey, FL)</td>
<td>$188,537.47</td>
</tr>
<tr>
<td>Eveland Brothers, Inc. (Clearwater, FL)</td>
<td>$209,046.00</td>
</tr>
<tr>
<td>Jam 5:20, Inc (Largo, FL)</td>
<td>$244,891.00</td>
</tr>
<tr>
<td>New Vista Builders Group, LLC (Tampa, FL)</td>
<td>$245,910.00</td>
</tr>
</tbody>
</table>

The work consists of furnishing all labor, materials, tools, equipment and services necessary to replace the existing Coliseum wood windows on the West Elevation, in accordance with the Federal Department of the Interior Historic Preservation Standards and City Preservation Ordinance. The existing wood frame windows will be replaced with new impact-resistant, Low-E, aluminum-clad windows that match the original wood windows in appearance and style. In addition to the replacement of the windows, the work will include removal of rotted and damaged wood trim and painting of any exposed wood, as well as the replacement of the hollow metal doors and frames. The new windows will have an exterior cladding warranty of 20 years and a structural warranty of 10 years.

The West Elevation consists of six (6) window types and a total of eleven (11) windows. This includes service entrances from the west parking lot. All replacement work will be performed in coordination with the events schedule and the facility will not be out of operation during the course of the work.

Replica 1926 wood windows for the Coliseum were installed in 1992 under a State Historic Preservation grant. The design of the 1992 windows was based on historic photographs and information available to best match the original 1926 windows which were removed from the site at an undetermined date. The South Elevation windows were restored in the fall of 2015 under a separate contract. This bid included pricing for the three remaining elevations. Given the available funding and the need to complete other planned work at the Coliseum, only the West Elevation will be awarded at this time. Funding for the remaining two elevations will be requested in the FY18 Budget.

The Procurement Department, in cooperation with the Engineering and Capital Improvements Department, recommends an award to:

Hodge Management LLC (Seminole, FL) $159,359.00

Continued on Page 2
Hodge Management LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6299, dated January 5, 2017. They have done work for the City in the past and have performed satisfactorily. Hodge Management LLC is a City certified SBE. The principals of Hodge Management, LLC include Jessica Hodge, president.

The contractor will begin work approximately ten (10) calendar days from written notice to proceed and is scheduled to complete the work within thirty-five (35) consecutive calendar days thereafter.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029); Coliseum Improvements FY16 Project (15113).

**Attachments:** Resolution

**Approvals:**

[Signatures for Administrative and Budget]
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO HODGE MANAGEMENT, LLC AT A TOTAL COST NOT TO EXCEED $159,359 FOR THE COLISEUM WINDOW REPLACEMENT PROJECT; AUTHORIZING THE MAYOR OR MAYOR’S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to replace the existing Coliseum wood windows on the west elevation in accordance with the Federal Department of the Interior Historic Preservation Standards and City Preservation Ordinance; and

WHEREAS, Hodge Management, LLC has met the specifications, terms and conditions of Bid No. 6299 dated January 5, 2017; and

WHEREAS, the Procurement Department, in cooperation with the Engineering and Capital Improvements Department recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is accepted and the award of an agreement to Hodge Management, LLC at a total cost not to exceed $159,359 for the Coliseum Window Replacement Project is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving an increase to the allocation for the radios and electronic components agreement with Motorola Solutions Inc., in the amount of $98,000, for a total contract amount of $298,000.


The primary users of the agreement are the Fleet Management, Police, and Water Resources departments.

The Fleet Management Department is requesting the purchase of an additional 20 SUVs, which will be used by new police officers approved by City Council in the FY 2017 budget. These vehicles will be equipped with radios provided under this agreement. The purchase of the radios for the additional SUVs was not included in the original contract amount, therefore an increase in allocation is requested.

The Procurement Department, in cooperation with Fleet Management, recommends approval:

<table>
<thead>
<tr>
<th>Original Agreement Amount</th>
<th>$200,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allocation Increase</td>
<td>98,000</td>
</tr>
<tr>
<td>New Agreement Amount</td>
<td>$298,000</td>
</tr>
</tbody>
</table>

The amount paid to the vendor pursuant to the increase will not exceed $298,000 and will be binding only for actual quantities ordered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Management Fund (5001), Water Resources Operating Fund (4001), General Fund (0001), Public Safety Capital Improvements Fund (3025) and the Emergency Medical Services Fund (1009).

Attachments: Quote
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
**QUOTE**

Bill To: City of Saint Petersburg  
Ship To: City of Saint Petersburg  
Attn: Brandy Colandrea  
For Questions Call: Steve Rogers  
Suncoastsr@aol.com  
727-571-1110

**Contract:**  
State of Florida Contract# 725-500-12-1/Pinellas County 04-19786

**Freight:**  
FOB Destination

<table>
<thead>
<tr>
<th>SOF Options List</th>
<th>Item</th>
<th>Qty</th>
<th>Nomenclature</th>
<th>Description</th>
<th>List Price</th>
<th>Your Price</th>
<th>Percent Discount</th>
<th>Extended Price</th>
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<tbody>
<tr>
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<td>M25URSS9PW1AN</td>
<td>APX6500 7/800MHZ MID POWER MOBILE</td>
<td>$2,194.00</td>
<td>$1,645.50</td>
<td>25%</td>
<td>$32,910.00</td>
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<td>406</td>
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<td>G806</td>
<td>ADD: ASTRO. DIGITAL CAI OPERATION</td>
<td>$2,015.00</td>
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<td>$5,725.00</td>
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<tr>
<td>413</td>
<td>2b</td>
<td>W22</td>
<td>ADD: PALM MICROPHONE</td>
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<td>25%</td>
<td>$1,072.50</td>
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<tr>
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<td>G442</td>
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<td>25%</td>
<td>$6,480.00</td>
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<tr>
<td>78*</td>
<td>2d</td>
<td>G67</td>
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<td>$222.75</td>
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<td>$4,455.00</td>
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<tr>
<td>415</td>
<td>2e</td>
<td>G24</td>
<td>ENH: 2 YR SFS LITE</td>
<td>$121.00</td>
<td>$90.75</td>
<td>25%</td>
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</tr>
<tr>
<td>410</td>
<td>2f</td>
<td>G444</td>
<td>ADD: APX CONTROL HEAD SOFTWARE</td>
<td>$14.00</td>
<td>$10.50</td>
<td>25%</td>
<td>$210.00</td>
<td></td>
</tr>
<tr>
<td>81*</td>
<td>2g</td>
<td>G335</td>
<td>ADD: ANTENNA 1/4 WAVE 764-870MHZ</td>
<td>$14.00</td>
<td>$10.50</td>
<td>25%</td>
<td>$210.00</td>
<td></td>
</tr>
<tr>
<td>414</td>
<td>2h</td>
<td>W432</td>
<td>ADD: INCREASED AUDIO POWER 13W SPKR</td>
<td>$71.50</td>
<td>$53.63</td>
<td>25%</td>
<td>$1,072.50</td>
<td></td>
</tr>
<tr>
<td>407</td>
<td>2i</td>
<td>G51</td>
<td>ENH: SMARTZONE OPERATION APX6500</td>
<td>$1,200.00</td>
<td>$900.00</td>
<td>25%</td>
<td>$18,000.00</td>
<td></td>
</tr>
<tr>
<td>408</td>
<td>2j</td>
<td>G351</td>
<td>ADD: P25 TRUNKING SOFTWARE</td>
<td>$300.00</td>
<td>$225.00</td>
<td>25%</td>
<td>$4,500.00</td>
<td></td>
</tr>
<tr>
<td>109*</td>
<td>2k</td>
<td>GA01767</td>
<td>ADD: APX RADIO AUTHENTICATION</td>
<td>$100.00</td>
<td>$75.00</td>
<td>25%</td>
<td>$1,500.00</td>
<td></td>
</tr>
<tr>
<td>172*</td>
<td>2l</td>
<td>G628</td>
<td>ADD: REMOTE MOUNT CABLE 17 FT.</td>
<td>$15.00</td>
<td>$11.25</td>
<td>25%</td>
<td>$225.00</td>
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<tr>
<td>87*</td>
<td>2m</td>
<td>W569</td>
<td>ADD: MULTIKEY ENCRYPTION OPERATION</td>
<td>$330.00</td>
<td>$247.50</td>
<td>25%</td>
<td>$4,950.00</td>
<td></td>
</tr>
<tr>
<td>178*</td>
<td>2n</td>
<td>G151</td>
<td>ADD: AES/DES/XLDES-OFB ENCRYPTION</td>
<td>$799.00</td>
<td>$599.25</td>
<td>25%</td>
<td>$11,950.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2o</td>
<td>SVC035VC0115D</td>
<td>SUBSCRIBER PROGRAMMING</td>
<td>$113.33</td>
<td>$85.00</td>
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<tr>
<td>4</td>
<td>2p</td>
<td>N/A</td>
<td>TRADE IN RADIO ONE TO ONE/TIME</td>
<td>$109.00</td>
<td>$109.00</td>
<td>25%</td>
<td>$2,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Quote in USD $96,600.00

Notes: All items priced per the contract noted above. Non-contract items are 25% off list.

Thank you for your consideration of Motorola products.

THIS QUOTE IS BASED ON THE FOLLOWING:

1. This quotation is provided to you for information purposes only and is not a Contract for Sale. Pricing is limited to the models and quantities shown and is valid for 30 days from the date of this quote.

2. Radios and/or accessories being purchased under the State of Florida pricing should reference the Motorola/State of Florida contract #725-500-12-1 on the Purchase Order.

3. Radios and/or accessories being purchased under the Pinellas County Communications Agreement should include the following language: "This Purchase Order is subject to the terms and conditions of the Pinellas County and Motorola Contract No. 04-19786/mmm."

4. Unless expressly stated otherwise this quote is exclusive of all installation and programming charges plus all applicable taxes.

St. Pete PD APX6000

MOTOROLA SOLUTIONS, INC.
A RESOLUTION APPROVING AN INCREASE TO THE ALLOCATION OF THE BLANKET PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF $98,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $298,000 TO EQUIP 20 NEW SUV'S WITH RADIOS FOR THE FLEET MANAGEMENT DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 16, 2016, Administration approved a five-year agreement (Blanket Agreement) with Motorola Solutions, Inc. to provide radios and electronic components for Fleet Management, Police and Water Resources Departments; and

WHEREAS, the purchase of 20 new SUVs for the Police Department, not included in the original blanket agreement, will need to be equipped with radios provided under this blanket agreement; and

WHEREAS, the forecasted amount is expected to exceed the original estimate prior to the end of the term of the agreements in the amount of $98,000 for a total contract amount of $298,000; and

WHEREAS, the Procurement & Supply Management Department, recommends this increase in the Agreement Amount.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an increase to the allocation of the blanket purchase agreement with Motorola Solutions, Inc. in the amount of $98,000 for a total contract amount not to exceed $298,000 to equip 20 new SUV's with radios for the Fleet Management Department is hereby approved and the Mayor or the Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving an increase in allocation for homeowner education and counseling assistance services with Tampa Bay Community Development Corp. and St Petersburg Neighborhood Housing Services, Incorporated in the amount of $70,000, for a total contract amount of $140,000.

Explanation: On June 1, 2016, administration approved a one-year agreement for homeowner education and counseling assistance services with Tampa Bay Community Development Corp. and St Petersburg Neighborhood Housing Services in the amount of $70,000. The agreement is effective through May 31, 2017.

At the time of the original award, City Council approval was not required for agreements under $100,000. Due to an increase in the volume of homeowner requests for this program, current funds have been depleted and additional funds are needed through the remainder of the contract term. Therefore, approval is requested for this increase in allocation.

The vendor provides educational housing counseling services (pre- and post-home purchase) and first-time home buyer assistance loan application, origination, processing, underwriting and closing services.

The Procurement Department, in cooperation with the Housing and Community Development Department, recommends approval:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement</td>
<td>$70,000</td>
</tr>
<tr>
<td>Allocation Request Increase</td>
<td>70,000</td>
</tr>
<tr>
<td>New Contract Total Amount</td>
<td>$140,000</td>
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</tbody>
</table>

Amounts paid to the vendor pursuant to the allocation increase will not exceed a total of $140,000 during the contract term. This agreement is binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Local Housing Assistance Fund (0821019).

Attachments: Resolution

Approvals:

[Signatures]

Administrative

Budget
A RESOLUTION APPROVING AN INCREASE TO THE ALLOCATION OF THE BLANKET PURCHASE AGREEMENT WITH TAMPA BAY COMMUNITY DEVELOPMENT CORPORATION AND ST. PETERSBURG NEIGHBORHOOD HOUSING SERVICES, INCORPORATED IN AN AMOUNT NOT TO EXCEED $70,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $140,000 FOR ADDITIONAL HOMEOWNER EDUCATION AND COUNSELING ASSISTANCE SERVICES FOR THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 1, 2016, Administration approved a one year agreement to provide homeowner education and counseling assistance services to pre- and post-home buyers with the Tampa Bay Community Development Corporation and St. Petersburg Neighborhood Housing Services, Incorporated through the Housing and Community Development Department in an amount not to exceed $70,000; and

WHEREAS, at the time of the original award, City Council approval was not required for agreements under $100,000; and

WHEREAS, due to an increase in the volume of homeowner requests for this program, current funds have been depleted and additional funds are needed through the remainder of the contract term in the amount of $70,000 for a total contract amount of $140,000; and

WHEREAS, the Procurement & Supply Management Department, recommends this increase in the Agreement amount.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an increase to the allocation of the blanket purchase agreement with Tampa Bay Community Development Corporation and St. Petersburg Neighborhood Housing Services, Incorporated in an amount not to exceed $70,000 for a total contract amount not to exceed $140,000 for additional homeowner education and counseling assistance services for the Housing and Community Development Department is hereby approved and the Mayor or the Mayor’s designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a bid from Zones, Inc. for antivirus software for the Department of Technology Services, at a total cost of $55,381.26.

Explanation: The Procurement Department received six bids for antivirus software. The vendor will provide Trend Micro subscription services that support the Anti-virus and Malware Smart Protection Enterprise Suite used Citywide to protect PCs and servers from spam and other malicious software. The vendor will also provide subscription services for the Deep Discovery Inspector used for advanced threat protection for the Police Department's data systems.

The Procurement Department, in cooperation with the Department of Technology Services, recommends an award to

Zones, Inc. ........................................................................................................... $55,381.26

Zones, Inc., the lowest responsive responsible bidder, has met the specifications, terms and conditions of RFQ No. 6371, dated February 8, 2017.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology Services Fund (5011) Department of Technology Services Computer Operations (6502561) and the General Fund (0001) Police Information and Technology Services (1401401).

Attachments: Bid Tabulation (2 pages)
Resolution

Approvals:

[Signatures]
Administrative  Budget
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Part #DDRA0000 Deep Discovery Inspector Model 500 Mbps SW+HW Appliance 1 User - Renew ACAD/GOV/NP</td>
<td>1 EA</td>
<td></td>
<td>$24,609.26</td>
<td>$24,609.26</td>
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<tr>
<td>2</td>
<td>Part #CTNA-0006 Trend Micro Smart Protection Complete - ACAD/GOV/NP 2,001-5,000 Users</td>
<td>2,800 EA</td>
<td>10.99</td>
<td>30,772.00</td>
<td>11.16 31,248.00</td>
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<tr>
<td></td>
<td>SubTotal:</td>
<td></td>
<td></td>
<td>$55,381.26</td>
<td>$55,943.00</td>
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<tr>
<td></td>
<td>Grand Total:</td>
<td></td>
<td></td>
<td>$55,381.26</td>
<td>$55,943.00</td>
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Award Pending
# City of St. Petersburg

## Bid Tabulation

Procurement and Supply Management

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Part #DDRA0000 Deep Discovery Inspector Model 500 Mbps SW+HW Appliance 1 User - Renew ACAD/GOV/NP</td>
<td>1 EA</td>
<td>$25,782.67</td>
<td>$25,782.67</td>
<td>$26,190.00</td>
<td>$26,190.00</td>
<td>$26,190.00</td>
<td>$28,000.00</td>
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<tr>
<td>2</td>
<td>Part #CTNA-0006 Trend Micro Smart Protection Complete - ACAD/GOV/NP 2,001-5,000 Users</td>
<td>2,800 EA</td>
<td>11.44</td>
<td>32,032.00</td>
<td>11.80</td>
<td>33,040.00</td>
<td>21.00</td>
<td>58,800.00</td>
</tr>
</tbody>
</table>

SubTotal: $57,794.67 $59,230.00 $86,800.00

Grand Total: $57,794.67 $59,230.00 $86,800.00

Award Pending
WHEREAS, the City desires to purchase antivirus support services used Citywide to protect PCs and servers from spam and other malicious software and also advanced threat protection for the Police Department's data systems; and

WHEREAS, Zones, Inc. has met the specifications, terms and conditions of RFQ No. 6371, dated February 8, 2017; and

WHEREAS, the Procurement Department, in cooperation with the Department of Technology Services recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is accepted and the award of an agreement to Zones, Inc. at a total cost not to exceed $55,381.26 for antivirus software for the Department Of Technology Services is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Rescinding an agreement with Disposall Inc. of Pinellas, and approving a blanket purchase agreement with Portable Sanitation of Tampa Inc. for the rental of portable toilets, for an annual amount of $30,000, and a total contract amount not to exceed $60,000.

Explanation: On January 1, 2016, the City awarded a three-year blanket purchase agreement to Disposall Inc. of Pinellas, effective through December 31, 2018. At the time of the award, City Council’s approval was not required.

On February 3, 2017, the City and Disposall Inc. mutually agreed to terminate the agreement for convenience, effective March 3, 2017, in accordance with the terms set forth in the agreement. The supplier lacked resources to accommodate the City’s service demands and the City’s event schedule could not support the time needed for ramp-up.

A new award is recommended to Portable Sanitation of Tampa, Inc., the second lowest bidder, for the two-year remainder of the contract term.

The vendor will provide rental services for portable toilet, hand washing stations and all consumables for requested service locations. The vendor will provide services during scheduled events throughout the year, as well as during times of severe conditions and power outages, such as after a hurricane or other natural disaster or emergency situations. Average rates under the new agreement will be approximately four percent higher than the original award.

The Procurement Department, in cooperation with the Parks and Recreation Department, recommends for award:

Portable Sanitation of Tampa, Inc. .................................................. $60,000
(2-years @ $30,000 per year)

The vendor has met the requirements, terms and conditions of RFQ No. 5962, dated December 18, 2015. A Blanket Purchase Agreement will be effective from date of approval through December 31, 2018, with a two-year renewal option. The agreement will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sanitation Equipment Operating Fund (4021), the Water Resources Operating Fund (4001), Neighborhood & Citywide Infrastructure Fund (3027), Stormwater Utility Operating Fund (4011), and the General Fund (0001).

Attachments: Bid Tabulation
Resolution

Approvals:

Shelley K. McPhee
Administrative

By: Administrative

Mary McKee
Budget
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>EAU</th>
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<th>Extended Unit Price</th>
<th>Suncoast Portable Sanitation, Inc.</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<td>EACH</td>
<td>$49.50</td>
<td>$17,325.00</td>
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<td>2</td>
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<td>EACH</td>
<td>$72.50</td>
<td>4,350.00</td>
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<td>3</td>
<td>Portable Toilet Unit - Monthly Rental Rate</td>
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<td>EACH</td>
<td>$82.50</td>
<td>660.00</td>
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<tr>
<td>4</td>
<td>Portable Toilet Unit, ADA Handicapped Accessible - Daily Rental Rate</td>
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<td>6,250.00</td>
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</tr>
<tr>
<td>5</td>
<td>Portable Toilet Unit, ADA Handicapped Accessible - Weekly Rental Rate</td>
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<td>2,250.00</td>
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<tr>
<td>6</td>
<td>Portable Toilet Unit, ADA Handicapped Accessible - Monthly Rental Rate</td>
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<td>175.00</td>
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<tr>
<td>7</td>
<td>Portable Toilet Unit, Hand-Washing Station - Daily Rental Rate</td>
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<td>8</td>
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<td>9</td>
<td>Portable Toilet Unit, Hand-Washing Station - Monthly Rental Rate</td>
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<td></td>
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<td></td>
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<td>$33,727.50</td>
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<table>
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<th>Extended Unit Price</th>
<th>LR Construction dba</th>
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</thead>
<tbody>
<tr>
<td>1 Portable Toilet Unit - Daily Rental Rate</td>
<td>350</td>
<td>EACH</td>
<td>$49.50</td>
<td>$59.00</td>
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<tr>
<td>2 Portable Toilet Unit - Weekly Rental Rate</td>
<td>60</td>
<td>EACH</td>
<td>72.50</td>
<td>$59.00</td>
</tr>
<tr>
<td>3 Portable Toilet Unit - Monthly Rental Rate</td>
<td>8</td>
<td>EACH</td>
<td>82.50</td>
<td>69.00</td>
</tr>
<tr>
<td>4 Portable Toilet Unit, ADA Handicapped Accessible - Daily Rental Rate</td>
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<td>125.00</td>
<td>79.00</td>
<td>3,950.00</td>
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<tr>
<td>5 Portable Toilet Unit, ADA Handicapped Accessible - Weekly Rental Rate</td>
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<td>150.00</td>
<td>79.00</td>
<td>1,185.00</td>
</tr>
<tr>
<td>6 Portable Toilet Unit, ADA Handicapped Accessible - Monthly Rental Rate</td>
<td>2 EACH</td>
<td>175.00</td>
<td>89.00</td>
<td>178.00</td>
</tr>
<tr>
<td>7 Portable Toilet Unit, Hand-Washing Station - Daily Rental Rate</td>
<td>35 EACH</td>
<td>47.50</td>
<td>69.00</td>
<td>2,415.00</td>
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<tr>
<td>8 Portable Toilet Unit, Hand-Washing Station - Weekly Rental Rate</td>
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<td>70.00</td>
<td>69.00</td>
<td>690.00</td>
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<tr>
<td>9 Portable Toilet Unit, Hand-Washing Station - Monthly Rental Rate</td>
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<td>79.00</td>
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<th>Portable Sanitation of Tampa Inc.</th>
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<tbody>
<tr>
<td>1 Portable Toilet Unit - Daily Rental Rate</td>
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<td>EACH</td>
<td>$49.50</td>
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<td>3 Portable Toilet Unit - Monthly Rental Rate</td>
<td>8</td>
<td>EACH</td>
<td>82.50</td>
<td>69.00</td>
</tr>
<tr>
<td>4 Portable Toilet Unit, ADA Handicapped Accessible - Daily Rental Rate</td>
<td>50 EACH</td>
<td>125.00</td>
<td>79.00</td>
<td>3,950.00</td>
</tr>
<tr>
<td>5 Portable Toilet Unit, ADA Handicapped Accessible - Weekly Rental Rate</td>
<td>15 EACH</td>
<td>150.00</td>
<td>79.00</td>
<td>1,185.00</td>
</tr>
<tr>
<td>6 Portable Toilet Unit, ADA Handicapped Accessible - Monthly Rental Rate</td>
<td>2 EACH</td>
<td>175.00</td>
<td>89.00</td>
<td>178.00</td>
</tr>
<tr>
<td>7 Portable Toilet Unit, Hand-Washing Station - Daily Rental Rate</td>
<td>35 EACH</td>
<td>47.50</td>
<td>69.00</td>
<td>2,415.00</td>
</tr>
<tr>
<td>8 Portable Toilet Unit, Hand-Washing Station - Weekly Rental Rate</td>
<td>10 EACH</td>
<td>70.00</td>
<td>69.00</td>
<td>690.00</td>
</tr>
<tr>
<td>9 Portable Toilet Unit, Hand-Washing Station - Monthly Rental Rate</td>
<td>2 EACH</td>
<td>90.00</td>
<td>79.00</td>
<td>158.00</td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td></td>
<td></td>
<td>$26,260.00</td>
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</tbody>
</table>
A RESOLUTION RESCINDING THE REMAINDER OF THE AWARD OF A THREE YEAR AGREEMENT (BLANKET AGREEMENT) WITH TWO ONE-YEAR RENEWAL OPTIONS TO DISPOSALL, INC. FOR A TOTAL AMOUNT NOT TO EXCEED $60,000 FOR THE RENTAL OF PORTABLE TOILETS; ACCEPTING THE BID AND APPROVING THE AWARD OF THE TWO YEARS REMAINING OF THE CONTRACT TERM TO PORTABLE SANITATION OF TAMPA, INC. FOR THE RENTAL OF PORTABLE TOILETS AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $30,000 FOR A TWO-YEAR CONTRACT AMOUNT NOT TO EXCEED $60,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement and Supply Management Department received four bids for the rental of portable toilets pursuant to Bid No. 5962 dated December 31, 2015; and

WHEREAS, on January 1, 2016, the bid from Disposall, Inc. ("Disposall"), the apparent low bidder, was accepted and an agreement awarded in the amount of $90,000; and

WHEREAS, on February 3, 2017, Disposall and the City mutually agreed to terminate the agreement due to the lack of resources to accommodate the City's service demand and the City's event schedule could not support the time needed for ramp-up; and

WHEREAS, as a result of this action, City Council recommends rescinding the award to Disposall; and

WHEREAS, the second lowest bidder, Portable Sanitation of Tampa, Inc. has met the requirements of Bid No. 5962; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Parks & Recreation Department, recommends this award.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the remainder of the three year agreement (blanket agreement) with two one-year renewal options to Disposall, Inc. for a total amount not to exceed $60,000 for the rental of portable toilets is hereby rescinded; and

BE IT FURTHER RESOLVED that the bid and award of the remaining two years of the contract term to Portable Sanitation of Tampa, Inc. for the rental of portable toilets at an estimated annual cost not to exceed $30,000 for a two-year contract amount not to exceed $60,000 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate these transactions.
This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
SAINT PETERSBURG CITY COUNCIL

Meeting of March 16, 2017

TO: THE HONORABLE DARDEN RICE, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Abram C. Pheil Sub, generally located between Central Avenue and 1st Avenue South between 4th Street South and 5th Street South. (Our File: 16-20000009)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval of a plat to create one (1) lot. This is a replat of Lots A and B and Lots 1 through 20 and the vacated alley lying in Block 30, as shown on the Revised Map of the City of St. Petersburg.

The plat will assemble the lots for redevelopment.

Attachments: Map, Aerial, Resolution, Engineering Memorandum dated February 24, 2017

APPROVALS:

Administrative:

Budget: NA

Legal:
City of St. Petersburg, Florida
Planning and Economic Development
Department
Abram C. Pheil Sub
Case No.: 16-20000009
Address: Between Central Avenue and 1st Avenue South between 4th Street South and 5th Street South

(nts)
City of St. Petersburg, Florida
Planning and Economic Development Department
Abram C. Pheil Sub
Case No.: 16-20000009
Address: Between Central Avenue and 1st Avenue South between 4th Street South and 5th Street South
RESOLUTION NO _____

A RESOLUTION APPROVING THE PLAT OF ABRAM C. PHEIL SUB, GENERALLY LOCATED BETWEEN CENTRAL AVENUE AND 1ST AVENUE SOUTH BETWEEN 4TH STREET SOUTH AND 5TH STREET SOUTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 16-20000009)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Abram C. Pheil, generally located between Central Avenue and 1st Avenue South between 4th Street South and 5th Street South, is hereby approved, subject to the following conditions.


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature] 3-2-17
Planning & Economic Development Dept. Date

[Signature] 3-2-17
City Attorney (Designee) Date
ABRAM C. PHEIL SUB

BEING A REPLAT OF LOTS A, B AND LOTS 1 THROUGH 20 INCLUSIVE AND THAT VACATED ALLEY ALL LYING IN BLOCK 30, REVISI ED MAP OF THE CITY OF ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION:

From the Southeast corner of Lot 10, Block 4, as shown in Plat Book 1, Page 49, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, in the Northwest corner of Lots 4 and 20, and west along the West line of any two of its South lines to 160-foot line of

DEDICATION:

Said and delivered in the presence of:

ACKNOWLEDGMENT:

SIGNED AND ACKNOWLEDGED THE DAY OF

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]
ABRAM C. PHEIL SUB

BEING A REPLAT OF LOTS A, B AND LOTS 1 THROUGH 20 INCLUSIVE AND THAT VACATED ALLEY ALL LYING IN BLOCK 30, REVISED MAP OF THE CITY OF ST. PETERSBURG, ACCORDING TO THE PLAT HEREOF RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA UPON WHICH PINELAS COUNTY WAS FORMERLY A PART, IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELAS COUNTY, FLORIDA

DEDICATION:
The undersigned hereby declare that he is an owner of the property described (Lot A) of land hereby platted as ABRAM C. PHEIL SUB, and that he shall give to the public, all streets, alleys, public improvements, rights of way and public areas, if any, as shown on this plat of the subdivision of said land.

Witness: Marko Pfeil

Signed and attested in the presence of:

Robert [Signature]

ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF PINELAS

The foregoing instrument was acknowledged before me the day of , 2017, by William Walker Pfeil, a natural person, to whom commissioned, and who did swear he/she was the person hereunto named.

My Commission expires:

[Signature]

Commission Number:

[Signature]
ABRAM C. PHEIL SUB

BEING A REPLAT OF LOTS A, B AND LOTS 1 THROUGH 20 INCLUSIVE AND THAT VACATED ALLEY ALL LYING IN BLOCK 30, REVISED MAP OF THE CITY OF ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 33 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

DEDICATION:
The undersigned hereby certifies that she is an owner of the herein described tract of land hereby platted as ABRAM C. PHEIL SUB and that she dedicates to the public all streets, alleys, public easements, rights of way, and public areas, if any, as shown on the plat of the said subdivision of said land

[Signatures]

Witness

(Principal Name)

ACKNOWLEDGMENT:
The foregoing acknowledgment was acknowledged before me the day of , 20 , by

[Name]

Witness

(Principal Name)

STATE OF FLORIDA
COUNTY OF PINELLAS

The undersigned has acknowledged before me the day of , 20 , by

[Name]

Witness

(Principal Name)

ACKNOWLEDGMENT:
The undersigned has acknowledged before me the day of , 20 , by

[Name]

Witness

(Principal Name)
ABRAM C. PHEIL SUB

BEING A REPLAT OF LOTS A, B AND LOTS 1 THROUGH 20 INCLUSIVE AND THAT VACATED ALLEY ALL LYING IN BLOCK 30, REVISED MAP OF THE CITY OF ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

DEDICATION:
The undersigned hereby certify that he is an owner of the herein described tract of land hereby platted as ABRAM C. PHEIL SUB and that he delivers to the public all streets, alleys, public easements, rights of way, and public areas, if any, as shown on this plat of the subdivision of said lands.

Thomas W. Pheil

Signed and delivered in the presence of

[ ]

(First Name)

[ ]

(First Name)

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me the day of , A.D. 2017, by Thomas W. Pheil

He is personally known to me or has produced

[ ]

(Deed/Public Title of Parties at Large)

[ ]

(Deed/Public Title of Parties at Large)

We, the undersigned, are authorized to sign the foregoing instrument as commissioner(s) and to take an oath of office.

Commissioner Number

[ ]

(First Name)

(First Name)

[ ]

(First Name)

[ ]

(First Name)

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me the day of , A.D. 2017, by Clarence David Pheil

He is personally known to me or has produced

[ ]

(Deed/Public Title of Parties at Large)

[ ]

(Deed/Public Title of Parties at Large)

We, the undersigned, are authorized to sign the foregoing instrument as commissioner(s) and to take an oath of office.

Commissioner Number

[ ]

(First Name)

(First Name)

[ ]

(First Name)

(First Name)
ABRAM C. PHEIL SUB

BEING A REPLAT OF LOTS A, B AND LOTS 1 THROUGH 20 INCLUSIVE AND THAT VACATED ALLEY ALL LYING IN BLOCK 30, REVISED MAP OF THE CITY OF ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHWEST ¼ OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

DEDICATION:

This undersigned hereby certifies that he is the owner of the herein described tract of land hereby depicted on ABRAM C. PHEIL SUB and that he is free of all encumbrances against said land and that the same is free and clear of all liens, mortgages, and encumbrances to the best of his knowledge, except as herein described.

[Signature]

[Print Name]

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me the day of A.D. 2017, by [Print Name], being fully informed and aware of the natural consequences of such act, and that he is competent to execute the same.

[Signature]

[Print Name]

DECLARATION:

The undersigned hereby certifies that he is the owner of the herein described tract of land hereby depicted on ABRAM C. PHEIL SUB and that he is free of all encumbrances against said land and that the same is free and clear of all liens, mortgages, and encumbrances to the best of his knowledge, except as herein described.

[Signature]

[Print Name]

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me the day of A.D. 2017, by [Print Name], being fully informed and aware of the natural consequences of such act, and that he is competent to execute the same.

[Signature]

[Print Name]
ABRAM C. PHEIL SUB
BEING A REFLAT OF LOTS A, B AND LOTS 1 THROUGH 20 INCLUSIVE AND THAT VACATED ALLEY ALL LYING IN BLOCK 30, REVISED MAP OF THE CITY OF ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:

1. Certified that the plat has been prepared in conformance with the platting requirements of Chapter 177, Part 1 of the Florida Statutes. The generating data has not been revised.

Date

[Signature]

Florida Surveyor and Teacher
State of Florida No: 8262

SURVEYOR'S CERTIFICATE:

I, Catherine A. Block, of George F. Young, Inc., the Surveyor making this plat, do hereby certify that this plat was prepared under my supervision and approval and that the plat complies with all the platting requirements of Part 1 of Chapter 177, Florida Statutes.


[Signature]

Catherine A. Block
Florida Surveyor and Teacher
State No. 8262

George F. Young, Inc., LR 921
302 N. Main Street, St. Petersburg, FL 33701
(727) 822-1317
(727) 822-1316

CERTIFICATE OF APPROVAL BY COUNTY CLERK:

I, Ron Bokal, Clerk of the County Court of Pinellas County, Florida, do hereby certify that this plat has been examined and found to be in conformance with the platting requirements of the Statutes of Florida pertaining to maps and plats and that said plat has been filed for record in Plat Book _________ Page __________ Public Records of Pinellas County, Florida.

Signed on this _____ day of ___________ A.D. 2017 at _______.

[Signature]

County Clerk
Pinellas County Florida

[Signature]

County Clerk
Pinellas County Florida

CERTIFICATE OF APPROVAL BY CITY CLERK:

I, Ron Bokal, Clerk of the City of St. Petersburg, Pinellas County, Florida, hereby certify that this plat has been examined and found to be in conformance with the platting requirements of the Statutes of Florida pertaining to maps and plats and that said plat has been filed for record in Plat Book _________ Page __________ Public Records of Pinellas County, Florida.

Signed on this _____ day of ___________ A.D. 2017 at _______.

[Signature]

City Clerk
St. Petersburg Florida

[Signature]

City Clerk
St. Petersburg Florida

[Signature]

City Clerk
St. Petersburg Florida
ABRAM C. PHEIL SUB
BEING A REPLAT OF LOTS A, B, AND LOTS 1 THROUGH 20 INCLUSIVE AND THAT VACATED ALLEY ALL LYING IN BLOCK 30. REVISED MAP OF THE CITY OF ST.
PETERSBURG, PINELLAS COUNTY, FLORIDA. CENTRAL AVENUE
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Sf.o oA. os stssIoO by
TO: Pamela Jones, Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: February 24, 2017

SUBJECT: Preliminary Plat for Abram C. Pheil Subdivision

FILE: 16-20000009 R3

LOCATION: 400 Central Avenue; 19-31-17-74466-030-0010
& PIN: 400 Central Avenue; 19-31-17-74466-030-0001
410 Central Avenue; 19-31-17-74466-030-0010
430 Central Avenue; 19-31-17-74466-030-0030
440 Central Avenue; 19-31-17-74466-030-0050
468 Central Avenue; 19-31-17-74466-030-0081
476 Central Avenue; 19-31-17-74466-030-0090
200 1st Avenue South; 19-31-17-74466-030-0110
465 1st Avenue South; 19-31-17-74466-030-0160
451 1st Avenue South; 19-31-17-74466-030-0170
431 1st Avenue South; 19-31-17-74466-030-0200
401 1st Avenue South; 19-31-17-74466-030-0002

ATLAS: F-2

PROJECT: Final Plat Abram C. Pheil Subdivision

REQUEST: Approval of a Final Plat for Abram C. Pheil Subdivision

The Engineering Department has no objection to the proposed final plat provided that the following special conditions and standard comments are added as conditions of approval:

SPECIAL CONDITIONS OF APPROVAL:

1. City utility maps indicate that the east/west alley contains a 12" public storm sewer; a 12" public sanitary sewer main; and 6", 4", and 2" potable water mains. The City’s Water Resources department has confirmed that the potable water mains within the alley have been terminated/capped and are no longer in service.

It is our understanding that it is the developer’s intent to leave the existing storm sewer and sanitary sewer within the vacated alley until such time as the block is redeveloped. Therefore, the entire vacated alley must be retained as easement dedicated to the City of St. Petersburg for the purpose of sanitary sewer and storm sewer. Currently the plat notes only a sanitary sewer easement. Coordinate the name of the easement shown on the plat with the document being prepared by the City’s Real Estate and Property Management department.

STANDARD COMMENTS:
The following conditions will be applicable upon redevelopment of the site:
This project is within the Downtown National Historic District. Any existing roadway brick, granite roadway curbing, and hexagon block sidewalk must be preserved. Upon redevelopment of the site, any existing brick, granite curbing, or hexagon block which will not be utilized or which is currently contained within the vacated alley shall remain the property of the City and shall be neatly stacked, palletized and returned to the City’s Maintenance yard by and at the expense of the developer.

Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. Upon redevelopment of the site, all public sidewalks around the perimeter must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

Coordinate with the City’s Transportation division for the location of any required roadway neck-outs to provide for safe pedestrian access which will be required at each corner of the site with the redevelopment of the site. Proposed roadway curb neck outs will be reviewed in detail for compliance with current City Engineering Standards and Specifications and for vehicular safety and roadway drainage conveyance once civil plans sets are submitted. Stormwater conveyance system improvements may be required to maintain roadway drainage around required neck-outs (curb line flumes will no longer be approved). Required curb line neck outs must be designed in conformance with City Standard S20-2 and/or S20-3 (as applicable).

Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an increase in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10” and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water
Resources department or a variance is granted by the City Water Resources department. Note that the City's Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City's Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Redevelopment on the site shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developer's responsibility to file a CGP Notice of Intent (NOI) (DEP form 62- 21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.
The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a Lease with CSX Transportation, Inc., to allow the City of St. Petersburg to use inactive portions of the railroad right-of-way from 1st Avenue North to Burlington Avenue North for short term parking and construction staging for the St. Petersburg Police Department headquarters, on a year-to-year basis with an initial annual rental rate of $20,000; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management Department received a request from the St. Petersburg Police Department ("SPPD") to initiate a new lease with CSX Transportation, Inc. ("CSX") for the City's use of portions of unused railroad right-of-way ("ROW") adjacent to the location for the new SPPD headquarters, to provide for short term parking and construction staging.

The SPPD desires to lease the CSX ROW between First Avenue North and Burlington Avenue North ("Premises") adjacent to the location for the new police headquarters facility to be used for additional short term parking and staging of construction materials and equipment. The City and CSX have negotiated a lease ("Lease"), subject to City Council approval. The Lease will be effective April 1, 2017, at an annual initial rental rate of $20,000. During Years 2 thru 5, the annual rental rate will be increased by $5,000 per year. Beginning Year 6, the rental rate will be increased annually in accordance with the Consumer Price Index.

The Lease has a year-to-year term and allows for either party to terminate the Lease with a ninety (90) day written notice.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a Lease with CSX Transportation, Inc., to allow the City of St. Petersburg to use inactive portions of the railroad right-of-way from 1st Avenue North to Burlington Avenue North for short term parking and construction staging for the St. Petersburg Police Department headquarters, on a year-to-year basis with an initial annual rental rate of $20,000; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the General Fund (0001), Police Department (140-1389).

ATTACHMENTS: Illustration and Resolution

APPROVALS:

Administration: 

Budget: 

Legal: 

(As to consistency w/attached legal documents)

Legal: 00311557.doc V. 2
ILLUSTRATION
(Premises)
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE WITH CSX TRANSPORTATION, INC., TO ALLOW THE CITY OF ST. PETERSBURG TO USE INACTIVE PORTIONS OF THE RAILROAD RIGHT-OF-WAY BETWEEN FIRST AVENUE NORTH AND BURLINGTON AVENUE NORTH FOR SHORT TERM PARKING AND CONSTRUCTION STAGING FOR THE ST. PETERSBURG POLICE DEPARTMENT HEADQUARTERS, ON A YEAR-TO-YEAR BASIS WITH AN INITIAL ANNUAL RENTAL RATE OF $20,000; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management Department received a request from the St. Petersburg Police Department ("SPPD") to initiate a new lease with CSX Transportation, Inc. ("CSX") for the City's use of portions of unused railroad right-of-way ("ROW") adjacent to the location for the new SPPD headquarters, to provide for short term parking and construction staging; and

WHEREAS, the SPPD desires to lease the CSX ROW between First Avenue North and Burlington Avenue North ("Premises") adjacent to the location for the new police headquarters facility; and

WHEREAS, the City and CSX have negotiated a lease ("Lease"), subject to City Council approval; and

WHEREAS, the Lease will be effective April 1, 2017, at an annual initial rental rate of $20,000; and

WHEREAS, during Years 2 thru 5, the annual rental rate will be increased by $5,000 per year; and

WHEREAS, beginning Year 6, the rental rate will be increased annually in accordance with the Consumer Price Index; and

WHEREAS, the Lease has a year-to-year term and allows for either party to terminate the Lease with a ninety (90) day written notice.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a Lease with CSX Transportation, Inc., to allow the City of St. Petersburg to use inactive portions of the railroad right-of-way between First Avenue North and Burlington Avenue North for short term parking and construction staging for the St. Petersburg Police Department headquarters, on a year-to-year basis with an initial annual rental rate of $20,000; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00311557.doc V. 2

APPROVED BY:

Anthony Holloway, Chief of Police
Police Department

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute an Amendment Agreement with CSX Transportation, Inc., for an existing lease that allows the City of St. Petersburg to use inactive portions of the railroad right-of-way for pedestrian access and parking for the St. Petersburg Police Department headquarters, on a year-to-year basis ("Lease") that amends the Lease by adjusting the Premises and modifying the rent structure; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management Department received a request from the St. Petersburg Police Department ("SPPD") to amend an existing lease with CSX Transportation, Inc., that allows the City of St. Petersburg to use inactive portions of the railroad right-of-way ("ROW") adjacent to the existing SPPD headquarters for parking and a parcel on the south side of 1st Avenue South used for pedestrian access to the 1st Avenue tunnel, on a year-to-year basis ("Lease").

The Lease has been in effect since 1998. The existing Lease Premises contains three (3) parcels. Two (2) of the parcels are west of the existing SPPD headquarters beginning at the north edge of First Avenue South and extend to the south edge of First Avenue North and are divided by a strip of the ROW that is not included in the Lease ("Strip"). These parcels are utilized by the SPPD for parking. The third parcel is on the west side of the ROW south of the south edge of 1st Avenue South and is used for pedestrian access to the pedestrian tunnel under 1st Avenue South.

The proposed amendment to the Lease ("Amendment") adds the Strip and a portion of the ROW adjacent to the south edge of 1st Avenue North to the Lease Premises and modifies the rental structure. The Amendment also provides that commencing on October 1, 2017, the annual rental rate will be $10,000. During Years 2 thru 7, the annual rental rate will be increased by $5,000 per year. Beginning Year 8, the rental rate will be increased annually in accordance with the Consumer Price Index.

The Lease has a year-to-year term and allows either party to terminate the Lease with a ninety (90) day written notice.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute an Amendment Agreement with CSX Transportation, Inc., for an existing lease that allows the City of St. Petersburg to use inactive portions of the railroad right-of-way for pedestrian access and parking for the St. Petersburg Police Department headquarters, on a year-to-year basis ("Lease"), that amends the Lease by adjusting the Premises and modifying the rent structure; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the General Fund (0001), Police Department (140-1389).

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:

Budget:

Legal: (As to consistency w/attached legal documents)

Legal: 00311586.doc V.3
ILLUSTRATION
(Premises)
Resolution No. 2017 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AN AMENDMENT AGREEMENT WITH CSX TRANSPORTATION, INC., FOR AN EXISTING LEASE THAT ALLOWS THE CITY OF ST. PETERSBURG TO USE INACTIVE PORTIONS OF THE RAILROAD RIGHT-OF-WAY FOR PEDESTRIAN ACCESS AND PARKING FOR THE ST. PETERSBURG POLICE DEPARTMENT HEADQUARTERS, ON A YEAR-TO-YEAR BASIS ("LEASE"), THAT AMENDS THE LEASE BY ADJUSTING THE PREMISES AND MODIFYING THE RENT STRUCTURE; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management Department received a request from the St. Petersburg Police Department ("SPPD") to amend an existing lease with CSX Transportation, Inc., that allows the City of St. Petersburg to use inactive portions of the railroad right-of-way ("ROW") adjacent to the existing SPPD headquarters for parking and a parcel on the south side of 1st Avenue South used for pedestrian access to the 1st Avenue tunnel, on a year-to-year basis ("Lease"); and

WHEREAS, the Lease has been in effect since 1998; and

WHEREAS, the existing Lease Premises contains three (3) parcels, two (2) of which are west of the existing SPPD headquarters beginning at the north edge of First Avenue South and extending to the south edge of First Avenue North and are divided by a strip of the ROW that is not included in the Lease ("Strip") and are utilized by the SPPD for parking; and

WHEREAS, the third parcel is on the west side of the ROW south of the south edge of 1st Avenue South and is used for pedestrian access to the pedestrian tunnel under 1st Avenue South; and

WHEREAS, the proposed amendment to the Lease ("Amendment") adds the Strip and a portion of the ROW adjacent to the south edge of 1st Avenue North to the Lease Premises; and
WHEREAS, the Amendment also modifies the rental structure, providing that commencing on October 1, 2017, the annual rental rate will be $10,000, during Years 2 thru 7, the annual rental rate will be increased by $5,000 per year and beginning Year 8, the rental rate will be increased annually in accordance with the Consumer Price Index; and

WHEREAS, the Lease has a year-to-year term and allows either party to terminate the Lease with a ninety (90) day written notice.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute an Amendment Agreement with CSX Transportation, Inc., for an existing lease that allows the City of St. Petersburg to use inactive portions of the railroad right-of-way for pedestrian access and parking for the St. Petersburg Police Department headquarters, on a year-to-year basis (" Lease" ), that amends the Lease by adjusting the Premises and modifying the rent structure; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Anthony Holloway, Chief
St. Petersburg Police Department

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of March 16, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Task Order No. 15-01-CBA/CFIP to the Architect/Engineering Agreement dated December 23, 2015, between the City of St. Petersburg and Canerday, Belfsky + Arroyo, Architects, Inc., in the amount not to exceed $51,400 for the pre-design phase services related to the laboratory building located at the Water Resources Administration Campus. (Engineering Project No. 17230-019; Oracle Project No. 14236)

EXPLANATION: On November 23, 2015, the City Council approved a Master Agreement with the professional consulting engineering firm of Canerday, Belfsky + Arroyo Architects, Inc. to provide miscellaneous professional services related to City Facility Improvements.

The Water Resources Laboratory building was constructed in 1989. It houses the Water Resources Environmental Compliance Division Laboratory and Field Services which conducts the majority of testing required by federal and state permits for all of the City’s water systems as well as testing of waters for the Florida Department of Health and the City of Gulfport. The Laboratory is located at 1635 3rd Ave North, St. Petersburg, FL within the Water Resources Administration campus located at 1650 3rd Ave North, St. Petersburg, FL. It is a 6,411 square feet, single story building with a lab area containing six (6) fume hoods, five (5) labs and work areas. The Heating Ventilating and Air-Conditioning (HVAC) equipment and the roof are at the end of their usable life. Currently, the facility experiences dramatic temperature and humidity swings which require supplementing with portable units to avoid adversely affecting test results, and heavy rains cause major leaks in the building through the roof and outside air dampers.

There are several design options that will meet the goal of the project; therefore, Canerday, Belfsky + Arroyo Architects will first provide a Basis of Design Report which will compare the options using Life Cycle Costing Analysis. The subject cost amount represents this first stage which is to produce a report. This report will be referenced by the City to establish next steps and budgeting.

Task Order No. 15-01-CBA/CFIP in the amount of $51,400 provides for pre-design services for preparation of detailed plans and specifications for HVAC and roof upgrades to the Water Resources Laboratory building.

A/E services for design and construction costs for the improvements will be provided to Council for approval as an Amendment to this Task Order.

Contractor construction costs for the improvements will be provided to Council for approval as a separate Agreement.
RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 15-01-CBA/CFIP to the Architect/Engineering agreement dated December 23, 2015, between the City of St. Petersburg and Canerday, Belfsky + Arroyo Architects, Inc., in an amount not to exceed $51,400 for pre-design phase services related to the HVAC and roof in the Water Resources Laboratory building. (Engineering Project No. 17230-019; Oracle Project No. 14236)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resource Capital Fund (4003), Lab Improvements Project (14236).

ATTACHMENTS: Resolution
Task Order No. 15-01-CBA/CFIP

APPROVALS: Administrative
Budget
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 15-01-CBA/CFIP TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 23, 2015 BETWEEN THE CITY OF ST. PETERSBURG AND CANERDAY, BELFSKY + ARROYO ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED $51,400 FOR PRE-DESIGN PHASE SERVICES RELATED TO LABORATORY BUILDING LOCATED ON THE WATER RESOURCES ADMINISTRATION CAMPUS. (CITY PROJECT NO. 17230-019; ORACLE PROJECT NO. 14236)

WHEREAS, the City of St. Petersburg, Florida ("City") and Canerday, Belfsky + Arroyo Architects, Inc. ("A/E") entered into an Architect/Engineering Agreement on December 23, 2015, for A/E to provide miscellaneous professional services for City Facility Improvement Projects; and

WHEREAS, the City desires to execute Task Order No. 15-01-CBA/CFIP in the amount of $51,400 for A/E to provide a Basis of Design Report comparing the options using Life Cycle Costing Analysis for the Heating Ventilating and Air-Conditioning (HVAC) equipment and the roof because they are at the end of their usable life and there are several options for design.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 15-01-CBA/CFIP to the Architect/Engineering Agreement dated December 23, 2015 between the City of St. Petersburg, Florida and Canerday, Belfsky + Arroyo Architects, Inc. in an amount not to exceed $51,400 for the pre-design phase services for the Laboratory Building on the Water Resources Administration Campus.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)

Approved by:

[Signature]
Brijesh Prayman, P.E., ENV SP
Engineering & Capital Improvements Director
This Task Order No. 15-01-CBA/CFIP is made and entered into this _____ day of _____, 201_, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR CITY FACILITY IMPROVEMENT PROJECTS, dated December 23, 2015 ("Agreement") between Canerday, Belfsky, + Arroyo Architects, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City of St. Petersburg needs to have an Architectural / Engineering firm develop a Basis of Design Report (BODR) that compares the different design options to improve the air quality and mechanical performance as well as the structural and roof qualities of the Laboratory Building at the Water Resources Administration Campus, 1655 3rd Ave North, St. Petersburg, FL.

A minimum of five (5) options shall be studied reference to the air quality and mechanical system as follows: Staged DX (Direct Exchange) System, Chilled Water Local, Chilled Water District from Water Resource Administration Building chillers, New Building solution and an Addition to the existing Administration Building. The report shall include Life Cycle Cost Analysis and Estimated Construction Costs. Current codes and occupant staging need to be considered with each option, as well.

The structural and roof systems will be evaluated with the intent to make the structure comply with current Building Codes requirements.

Desirable outcomes for the laboratory include:

- Steady temperature control ranged from 68 to 70 degrees F
- Steady humidity control; between 50% to 60%
- Separate new air systems for office and laboratory areas
- Variable air supply and exhaust that reacts appropriately to reduce harmful eddy currents when the hood(s) sashes are raised or lowered
- Minimum penetrations through the roof to reduce leaking
- Exhaust stacks that are sized appropriately, possibly even combined
- Strategic placement of fresh air intakes to avoid outside fume infiltration
- A simple design
- Utilize chilled water and not DX as cooling medium (air cooled chw or tie into main plant)
- New roof, not gravel per insurance (EPDM preferred)
- Properly sized electrical system
- Building automation system controlled with minimal integration and ability to monitor and access remotely (tie lab building into existing KMC system)

II. SCOPE OF SERVICES

Task 1: Survey existing conditions to collect relevant data to prepare the Basis of Design Report.

Task 3: Deliver a draft and final Basis of Design Report that compares five design concepts. Include all assumptions and estimates in the report. In addition to reviewing and comparing the design of each concept, the following information will also be presented: conceptual cost estimates, energy use using E-20 hourly analysis program, life cycle comparisons, code review and occupant staging comments. The five concepts are listed below.

Concept 1. Existing Building – Staged DX (Local)

1. Study of architectural & structural existing building
   a. Functionality of existing building and operations improvement
      i. Review existing plans
      ii. Meet with lab staff
   b. Cladding & structure (wind resistance)
      i. Field verify existing conditions
      ii. Roof & wall structure
      iii. Roofing, exterior walls, doors & windows.
      iv. Feasibility of strengthening structure to current code
   c. Phasing of renovation work
   d. Study will include concept renovation floorplan sketch
2. Preliminary design concept for DX system
3. See attached Griner Proposal for all MEP study points
4. Green energy hoods modification of existing facility

Concept 2. Existing Building – Chilled Water (Local)

1. Study of architectural & structural existing building (as outlined in Design Concept I)
2. Preliminary design concept for chilled water system from local chiller
3. See attached Griner Proposal for all MEP study points
4. Green energy hoods modification of existing facility

Concept 3. Existing Building – Chilled Water (Campus Chillers)

1. Study of architectural & structural existing building (as outlined in Design Concept I)
2. Preliminary design concept for chilled water system from campus chiller
3. See attached Griner Proposal for all MEP study points
4. Green energy hoods modification of existing facility

Concept 4. Separate Building – Chilled Water (Campus Chillers)

1. Study of New Building
   a. One new site location will be considered
   b. Site & parking concept
   c. Floor plan concept
   d. Zoning and storm water investigation
   e. Study will include concept site and floorplan sketches
2. Preliminary mechanical & electrical design concept for a new building
3. See attached Griner Proposal for all MEP study points
4. Green energy hoods within new lab

Concept 5. Building Addition – Chilled Water (Campus Chillers)

1. Study of Building Addition
   a. Site & Parking concept
   b. Floor Plan and functional interface with existing building
   c. Zoning and storm water investigation
d. Study will include concept site and floorplan sketches
2. Preliminary mechanical & electrical design concept for a Building Addition
3. See attached Griner Proposal for all MEP study points
4. Green energy hoods within new lab

Task 4: If required, present results of study to the City Council as a PowerPoint presentation.

III. SCHEDULE

- Notice to Proceed Date: MM/DD/2017
- Survey Existing Conditions & Meet with Owner: NTP + Six Weeks
- Deliver outline of report to City: NTP + Seven Weeks
- Write Analysis (First Draft): NTP + Nine Weeks
- Meet with Owner & Receive Comments: NTP + Twelve Weeks
- Write Final Analysis: NTP + Fourteen Weeks

IV. A/E'S RESPONSIBILITIES

- Lab Study – 8½" x 11 PDF format
  Includes 11 x 17 sketches of existing building renovation floor plans, new building site plans & floor plans, and a building addition site plan & floor plan

V. CITY'S RESPONSIBILITIES

- Existing lab building construction documents
- Topographical survey of areas adjacent to the proposed site, including above/below grade utilities, trees.
- Review and provide comments on draft reports.

VI. DELIVERABLES

- Lab Study – 8½" x 11 PDF format
  Includes 11 x 17 sketches of an existing building renovation floor plan, a new building site plan & floor plan, and a building addition site plan & floor plan

VII. A/E'S COMPENSATION

- Architecture, Structural, Electrical, Mechanical & Plumbing Engineering: $51,400.00 lump sum
- Please see attached Work Task Breakdown and the Service Proposal included herein.

VIII. PROJECT TEAM

Architect: Canerday, Belfsky, + Arroyo Architects, Inc.
Sub-consultant Electrical Mechanical & Plumbing Engineer: Griner Engineering, Inc.
IX. MISCELLANOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: Chandrahasa Srinivasa
City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements

DATE: _________________________

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: City Attorney (Designee)

Canerday, Belfsky, + Arrovo Architects, Inc.
(Company Name)

By: _________________________
(Company Name and Title)

Date: 02.28.17

WITNESSES:

By: _________________________
(Richard Belfsky)
(Signature)

By: _________________________
(Barbara McNulty)
(Signature)

By: _________________________
(Barbara McNulty)
(Printed Name)
**Work Task Breakdown**

### I. Manpower Estimate

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### II. Fee Calculation

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**TOTAL** $51,400.00
# Service Proposal

## City of St. Petersburg — Water Resource Lab Study

### Architectural & Engineering Service Tasks Fee Breakdown

#### OPTION A — Study of Existing Building

- a. Functionality of existing building and operations improvements
- b. Cladding & structure (wind resistance)
- c. Phasing of renovation work
- d. Conceptual floor plan & site sketches reflecting three alternate mechanical systems

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**Existing Plan/Site Review**

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**Design Concepts for Chilled Water to Existing Building from Local Chiller**

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**Design Concepts for Chilled Water to Existing Building from Existing Plant**

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**Design Concepts for DX Systems**

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**Option A - SubTotal $20,090**

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Task Order No. 15-01-CBA/CFIP
Page 6 of 8
## OPTION B - Study of New Building

- a. Functionality of new building and operations improvements
- b. Phasing of building/parking construction
- c. Conceptual Floor plan & site sketch for New Building

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Option B - SubTotal $7,600

## OPTION C - Study of Building Addition

- a. Functionality of building addition and operations improvements
- b. Phasing of existing building addition
- c. Conceptual Floor plan & site sketches for building addition

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Option C - SubTotal $7,600
### Supplementary Tasks

a. Development of Probable Construction Costs  
b. Report Development & Production  
c. Meetings & Site Visits  
d. Meetings / Design Requirements for New or Remodel  
e. Cost Estimates for Each Option  
f. Report Preparation / Presentation

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Supplementary Task - SubTotal: $16,110

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<td>Draftsman Architect &amp; Structural Engineer</td>
<td>68.5</td>
<td>$70/hr</td>
<td>$4,800</td>
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Total: $28,400

<table>
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<tr>
<th>Mechanical/Plumbing/Electrical Engineering</th>
<th>Hours</th>
<th>Rate</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Clerical</td>
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<td>$1,800</td>
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<td>Drafter</td>
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<td>Engineer</td>
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<tr>
<td>Principal</td>
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<tr>
<td>Reimbursable Expenses</td>
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<td>-</td>
<td>$250</td>
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</table>

Total: $23,000

Total Fee: $51,400

Task Order No. 15-01-CBA/CFIP  
Page 8 of 8
MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., ENV SP, Director

Engineering & Capital Improvements Department

RE: Consultant Selection Information

Firm: Canerday, Belfsky + Arroyo, Inc.
Task Order No. 15-01-CBA/CFIP in the amount of $51,400

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

Canerday, Belfsky + Arroyo, Inc. was selected based on their qualifications for this scope of work. Based on their qualifications they have previously performed work similar in nature as this Project.

This scope of work includes evaluating options to improve on the current HVAC and roof design for improved temperature/humidity control facility deficiencies.

This Project provides a diverse scope of the Architectural and Mechanical discipline, however is relatively small in cost to allow the City a better understanding of the capabilities of Canerday, Belfsky + Arroyo, Inc.

This is the first A/E Annual Master Agreement this firm is performing under for the City. This is the first Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
CONSULTANT: Canerday, Belfsky, Arroyo Architects, Inc.

<table>
<thead>
<tr>
<th>TO#</th>
<th>CBA/CFIP</th>
<th>Project #</th>
<th>Project Title</th>
<th>Authorized Manager</th>
<th>NTP</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>CBA/CFIP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EXPIRES - DECEMBER 22, 2019

Total: 0.00
CITY OF ST. PETERSBURG
ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT

REQUEST FOR SERVICES

City Project Title : BODR for Water Resources Lab Building
City Project Manager : Lisa Glover-Henderson
A/E Firm : Canerday, Belfsky, Arroyo Architects, Inc.
A/E Contact : Leo Arroyo
Project Title : BODR for Water Resources Lab Building

The scope of work includes:
Evaluating five (5) options to improve on the current HVAC and roof design to improve temperature/humidity control and address deficiencies.

Deliverables shall include:
A pdf report including 11x17" sketches of proposed plans delivered 14 weeks after NTP.
REVISED REQUEST FOR QUALIFICATIONS

MISCELLANEOUS PROFESSIONAL SERVICES FOR
CITY FACILITY IMPROVEMENTS

I. LEGAL ADVERTISEMENT

The City of St. Petersburg, Florida ("City") is requesting a Statement of Qualifications from qualified firms or individuals interested in performing miscellaneous architectural/engineering services on a continuing basis for City Facility Improvements Projects. This project was previously advertised in this publication on August 13, 2015 requesting "miscellaneous professional engineering services...". This advertisement revises this language to read "miscellaneous architectural/engineering services".

A written Statement of Qualifications will be accepted by the City of St. Petersburg at the Engineering and Capital Improvements Department, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701, until 4:00 pm on September 4, 2015.

Detailed information and data to be submitted with a Statement of Qualifications are available by e-mail from Roxanne Phillips, Capital Improvements Assistant, Engineering and Capital Improvements Department, at roxanne.phillips@stpete.org or by calling 727-893-7295.

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Qualifications including, but not limited to, the deadlines for submission, the submission requirements, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Qualifications at any time. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful proposer(s).

CITY OF ST. PETERSBURG, FLORIDA
THOMAS B. GIBSON, P.E.
ENGINEERING & CAPITAL IMPROVEMENTS DIRECTOR

APPROVED: ____________________________ Date: 8-24-2015

Engineering & Capital Improvements Department
II: INSTRUCTIONS

A. REQUEST FOR QUALIFICATIONS ("RFQ") SUMMARY

1. **RFQ Scope:** The City of St. Petersburg, Florida ("City"), is requesting Statements of Qualifications (SOQ) and intends to select a group of two (2) or more firms from qualified firms or individuals interested in performing the professional services described in this RFQ. A detailed description of the Scope of Work is contained in Appendix A.

2. **RFQ Schedule:** The proposed schedule for the selection of a firm or individual for this project is set forth below:

<table>
<thead>
<tr>
<th>AUGUST 13, 2015</th>
<th>RFQ Distribution/Legal Advertisement</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPTEMBER 4, 2015</td>
<td>Written SOQ (Six (6) hard copies and one (1) digital copy in PDF format on a CD or USB flash drive) due by <strong>4:00 pm</strong> at the office of the Engineering &amp; Capital Improvements Director, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701</td>
</tr>
<tr>
<td>SEPTEMBER 18, 2015</td>
<td>Selection Committee Shortlisting Meeting. All of those who submitted a SOQ will be contacted via email to inform them of outcome of meeting and shortlisting.</td>
</tr>
<tr>
<td>OCTOBER 9, 2015</td>
<td>Interviews with those shortlisted and final ranking.</td>
</tr>
<tr>
<td>OCTOBER 2015</td>
<td>Contract Negotiation</td>
</tr>
<tr>
<td>OCTOBER 2015</td>
<td>City Council Approval and Award</td>
</tr>
</tbody>
</table>

B. GENERAL INSTRUCTIONS

1. **News Releases:** Public disclosure regarding this RFQ, the SOQ and subsequent awards, will be coordinated by the City.

2. **Inquiries:** Questions regarding the RFQ may arise as proposing firms or individuals are preparing their documents. Please direct questions to:

   Mr. Phillip Keyes, P.E., Design Manager  
   City of St. Petersburg  
   Engineering & Capital Improvements Department  
   One 4th Street North, 7th Floor  
   St. Petersburg, Florida 33701  
   Telephone: (727) 893-4165

3. **Signature Requirements:** The SOQ must be signed by a duly authorized official(s) of the proposing firm or by the proposing individual. Consortiums, joint ventures, or teams submitting SOQ, although permitted and encouraged, will not be considered responsive unless it is established that all contractual
## Written Statement of Qualifications Received for City Facility Improvements

**September 4, 2015**

<table>
<thead>
<tr>
<th>Firm</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARC3</td>
<td>ST. PETERSBURG</td>
</tr>
<tr>
<td>ARCHITECT LARRY LADELFA</td>
<td>ST. PETERSBURG</td>
</tr>
<tr>
<td>ASD/SKY</td>
<td>TAMPA</td>
</tr>
<tr>
<td>C.B. GOLDSMITH AND ASSOCIATES, INC.</td>
<td>CLEARWATER</td>
</tr>
<tr>
<td>CANERDAY, BELFSKY + ARROYO ARCHITECTS, INC.</td>
<td>ST. PETERSBURG</td>
</tr>
<tr>
<td>CPH</td>
<td>TAMPA</td>
</tr>
<tr>
<td>DESIGN COLLABORATIVE</td>
<td>TAMPA</td>
</tr>
<tr>
<td>HARVARD JOLLY, INC.</td>
<td>ST. PETERSBURG</td>
</tr>
<tr>
<td>MASON BLAU AND ASSOCIATES, INC.</td>
<td>CLEARWATER</td>
</tr>
<tr>
<td>RENKER EICH PARKS ARCHITECTS</td>
<td>ST. PETERSBURG</td>
</tr>
<tr>
<td>WANNAMACHER JENSEN ARCHITECTS, INC.</td>
<td>ST. PETERSBURG</td>
</tr>
<tr>
<td>WILDER ARCHITECTURE, INC.</td>
<td>TAMPA</td>
</tr>
<tr>
<td>WILLIAMSON DACAR ASSOCIATES, INC.</td>
<td>CLEARWATER</td>
</tr>
</tbody>
</table>

Prepared by: R. Phillips
September 24, 2015

The Consultant Selection Committee has met and selected for interviews the firms scheduled below for City Facility Improvements Projects. The Consultant Selection Committee was impressed with the overall quality of the submittals.

If your firm is not listed, we appreciate the time and effort that you put forth. Please consider participating again in future City consultant selection processes.

If your firm is listed, please confirm with Roxanne Phillips that you will be able to meet with the Committee. Her contact information is (727) 893-7295 or roxanne.phillips@stpete.org.

Presentations will be held on Friday, October 9, 2015 at the Municipal Services Center, 1 Fourth Street North, St. Petersburg, 7th Floor Conference Room. The format will be ten minutes for the consultant’s presentation followed by ten minutes of questions by the Selection Committee. There will be ten minutes between presentations for tear down and set up.

Consultant Presentation Schedule

**Friday, October 9, 2015**

<table>
<thead>
<tr>
<th>Time</th>
<th>Firm / Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:20 am</td>
<td>ARC3</td>
</tr>
<tr>
<td>8:50 am</td>
<td>Architect Larry LaDelfa</td>
</tr>
<tr>
<td>9:50 am</td>
<td>Canerday, Belfsky + Arroyo Architects, Inc.</td>
</tr>
<tr>
<td>10:20 am</td>
<td>Harvard Jolly, Inc.</td>
</tr>
<tr>
<td>10:50 am</td>
<td>Renker Eich Parks Architects</td>
</tr>
<tr>
<td>11:20 am</td>
<td>Wannemacher Jensen Architects, Inc.</td>
</tr>
<tr>
<td>11:50 am</td>
<td>Williamson Dacar Associates, Inc.</td>
</tr>
</tbody>
</table>

During your presentation, we would like you to address the following:

1. Your firm’s ability to meet schedules and stay within budget.
2. Your firm’s responsiveness on returning calls and responding to email requests.

Once again, thank you for participating in the City’s consultant selection process.

Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
October 14, 2015

The Consultant Selection Committee has completed their evaluation and selected the following firms for City Facility Improvement Projects with the City of St. Petersburg:

- ARC3
- Architect Larry LaDelfa
- C.B. Goldsmith and Associates, Inc.
- Canerday, Belfsky + Arroyo Architects, Inc.
- Harvard Jolly, Inc.
- Renker Eich Parks Architects
- Wannemacher Jensen Architects, Inc.

In the next few weeks, a draft Architect/Engineering Agreement for City Facility Improvement Projects will be e-mailed to you for review along with further information on obtaining your firm's proposed multiplier, rate schedule, project team organizational chart and certificate of liability insurance.

Congratulations and thank you for participating in the City’s consultant selection process.

Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
City of St. Petersburg, FL
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-5-SC/T (as amended) to the Architect/Engineering Agreement ("A/E") dated July 9, 2014 between the City of St. Petersburg, Florida and Sprinkle Consulting, Inc. in an amount not to exceed $8,570 for a total Task Order (as revised and amended) in an amount not to exceed $102,117 for additional construction phase services related to the Downtown Intersection & Pedestrian Facilities FY13 Project (Engineering Project No. 15022-112; Oracle Project No. 13765); and providing an effective date.

EXPLANATION: On July 9, 2014, the City Council approved an Architect/Engineering agreement with the professional consulting firm of Sprinkle Consulting, Inc. for Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects.

On September 22, 2015 Task Order No. 12-5-SC/T was administratively approved in the amount of $77,000 for professional engineering services pertaining to survey and design of intersection improvements at downtown intersections selected by the Transportation and Parking Department, including six (6) intersections along 1st Street between 5th Avenue N and 5th Avenue S, three (3) intersections on Beach Drive, between 1st Avenue SE and 2nd Avenue NE, 7th Street North and 7th Street South at Central Avenue, and 17th Street at Central Avenue.

On March 29, 2016 Revision No. 1 to Task Order No. 12-5-SC/T was administratively approved in the amount of $11,547.50 for additional professional engineering services pertaining to modifications, additions, and deletions to proposed curbing bulb outs at 15th Street and 1st, 2nd, 4th and 5th Avenues South, and 17th Street at Central Avenue as requested by Transportation and Parking Department. The total aggregate amount of revised Task Order No. was $88,547.50.

On August 3, 2016 Revision No. 2 to Task Order No. 12-5-SC/T was administratively approved in the amount of $5,000 for additional professional engineering services for design modifications to the plans to address review comments from St. Petersburg Grand Prix representatives. The total aggregate amount of revised Task Order No. was $93,547.

Amendment No. 1 to Task Order No. 12-5-SC/T in an amount not to exceed $8,570 provides for construction phase services for the project, including review of shop drawings, responses to requests for information, attendance at meetings, and pre-final and final inspections. The total aggregate amount of Task Order No. 12-5-SC/T, including Amendment No. 1 is $102,117.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-5-SC/T (as amended) to the Architect/Engineering Agreement ("A/E") dated July 9, 2014 between the City of St. Petersburg, Florida and Sprinkle Consulting, Inc. in an amount not to exceed $8,570 for a total Task Order
(as revised and amended) in an amount not to exceed $102,117 for additional construction phase services related to the Downtown Intersection & Pedestrian Facilities FY13 Project (Engineering Project No. 15022-112; Oracle Project No. 13765).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Transportation Impact Fee CIP Fund (3071) Downtown Intersection & Pedestrian Facilities FY13 (13765)

ATTACHMENTS: Resolution

APPROVALS:

Administrative: [Signature] Budget: [Signature]
RESOLUTION NO. 2017-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 12-5-SC/T (AS REVISED) TO THE ARCHITECT/ENGINEERING AGREEMENT ("A/E") DATED JULY 9, 2014 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND SPRINKLE CONSULTING, INC. IN AN AMOUNT NOT TO EXCEED $8,570 FOR A TOTAL TASK ORDER (AS REVISED AND AMENDED) IN AN AMOUNT NOT TO EXCEED $102,117 FOR ADDITIONAL CONSTRUCTION PHASE SERVICES RELATED TO THE DOWNTOWN INTERSECTION & PEDESTRIAN FACILITIES FY13 PROJECT (ENGINEERING PROJECT NO. 15022-112; ORACLE PROJECT NO. 13765); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Sprinkle Consulting, Inc. ("Sprinkle") entered into an architect/engineering agreement ("A/E") dated July 9, 2014 to provide miscellaneous professional services for Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects; and

WHEREAS, on September 22, 2015, Administration issued Task Order No. 12-5-SC/T ("Task Order") in the amount of $77,000 for Sprinkle to provide professional engineering services pertaining to survey and design improvements at downtown intersections selected by the Transportation and Parking Department; and

WHEREAS, on March 29, 2016, Revision No. 1 to Task Order was administratively approved in the amount of $11,547.50 for additional professional engineering services pertaining to modifications, additions, and deletions to proposed curbing bulb outs for a total Task Order amount (as revised) not to exceed $88,547.50; and

WHEREAS, on August 3, 2016, Revision No. 2 to Task Order (as revised) was administratively approved in the amount of $5,000 for additional professional engineering services to address plan design comments from the St. Petersburg Grand Prix representatives for a total Task Order amount (as revised) not to exceed $93,547; and

WHEREAS, Amendment No.1 to Task Order in an amount not to exceed $8,570 provides for additional construction phase services for a total Task Order amount (as revised and amended) not to exceed $102,117.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 12-5-SC/T (as revised) to the architect/engineering agreement ("A/E") dated July 9, 2014 between the City of St. Petersburg, Florida and Sprinkle Consulting, Inc. in an amount not to exceed $8,570 for a total task order (as revised and amended) in an amount not to exceed $102,117 for additional construction phase services related to the Downtown Intersection & Pedestrian Facilities FY13 Project. (Engineering Project No. 15022-112; Oracle Project No. 13765)

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)

Approved by:

[Signature]
Brijesh Prayman, P.E., ENV SP
Engineering & Capital Improvements Director
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers
FROM: Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements Department
RE: Consultant Selection Information
Firm: Sprinkle Consulting, Inc.
Amendment No. 1 to Task Order No. 12-05-SC/T in the amount of $8,570

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section l(F.) for agenda package information.

1. Summary of Reasons for Selection

Sprinkle Consulting, Inc. is currently providing design and bidding phase services for the Downtown Intersection & Pedestrian Facilities – FY15 Project under Task Order No. 12-05-SC/T. This firm was selected to perform this work as they are well known in the industry for pedestrian safety projects is their expertise. Key members of the design team also serve on the advisory committee for the Manual of Uniform Traffic Control Devices (MUTCD). This work was completed satisfactorily.

The scope of work for this Amendment is a progression from the design phase to the construction phase.

Sprinkle Consulting, Inc. was included in previous A/E Annual Master Agreements and is also included in the current list of A/E Annual Master Agreements.

This firm has successfully completed this type of work under pervious A/E Annual Master Agreements in 2008.

This is an Amendment to the Fifth Task Order issued under the 2012 Master Agreement.

This firm is a registered SBE with the City.

2. Transaction Report listing current work – See Attachment A
## TASK ORDER LOG

**A/E Agreement - May 18, 2012**  
Miscellaneous Professional Services for Traffic Calming, Bicycle/Pedestrian Projects

**CONSULTANT:** Sprinkle Consulting, Inc.

<table>
<thead>
<tr>
<th>TO#</th>
<th>SC/T</th>
<th>Project #</th>
<th>Project Title</th>
<th>Project Manager</th>
<th>NTP</th>
<th>Authorized Amount</th>
</tr>
</thead>
</table>
| 1   | 12059-112 | Historic Booker Creek Trail from MLK Jr. S/S and 6th A/S to Roser Park D/S  
Rev No. 1 - Phase II A - Task 1  
Amend No. 1 - Phase II A - Tasks 2, 3 and 4 | ZM | 06/27/12 | 12,553.69 |
| 2   | TRANSP | 1st S/N and 30th A/N Intersection Modifications | ZM | 02/19/13 | 7,465.00 |
| 3   | 14069-112 | MLK S/N & 105th A/N (Jabil) Intersection Modification | ZM | 08/15/14 | 17,929.00 |
| 4   | TRANSP | Parks and Trails Access Assessment and Plan | ZM | 07/29/15 | 11,990.00 |
| 5   | 15022-112 | Downtown Intersection & Pedestrian Facilities FY15  
Rev No. 1 - Omit, Extend & Add Bulb-out Locations  
Rev No. 2 - Grand Prix Review and Modifications | ZM | 09/22/15 | 77,000.00 |
| 5   | 15077-112 | 2nd A/S and 2nd S/S Intersection Modification  
Revised to Task No. 12-7-SC/T on 03/29/16 | ZM | 08/29/16 | 8,125.00 |
| 6   | 16064-112 | 1st S/S Roadway Reconfiguration  
Rev No. 1 - Add Location to Reconfigure Plans  
Rev No. 2 - Add'l Services | ZM | 03/08/16 | 34,905.52 |
| 7   | 15077-112 | 2nd A/S and 2nd S/S Intersection Modification  
Correction to Task No. 12-5-SC/T issued on 10/21/15 | ZM | 03/29/16 | 8,125.00 |

**Total:** 416,788.03
REQUEST FOR QUALIFICATIONS

MISCELLANEOUS PROFESSIONAL SERVICES FOR
TRAFFIC CALMING, BICYCLE/PEDESTRIAN AND DEVELOPMENT OF REGIONAL IMPACTS PROJECTS

I. LEGAL ADVERTISEMENT

The City of St. Petersburg, Florida ("City") is requesting a Statement of Qualifications from qualified firms or individuals interested in performing miscellaneous professional engineering services on a continuing basis for Traffic Calming, Bicycle/Pedestrian and Development of Regional Impacts Projects.

A written Statement of Qualifications will be accepted by the City of St. Petersburg at the Engineering and Capital Improvements Department, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701, until 4:00 pm on February 26, 2016.

Detailed information and data to be submitted with a Statement of Qualifications are available by e-mail from Colleen Mazzo, Capital Improvements Assistant, Engineering and Capital Improvements Department, at colleen.mazzo@stpete.org or by calling 727-893-7295.

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Qualifications including, but not limited to, the deadlines for submission, the submission requirements, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Qualifications at any time. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful proposer(s).

CITY OF ST. PETERSBURG, FLORIDA
THOMAS B. GIBSON, P.E.
ENGINEERING & CAPITAL IMPROVEMENTS DIRECTOR

APPROVED: ____________________________ Date: 1-14-2016
Engineering & Capital Improvements Department
II. INSTRUCTIONS

A. REQUEST FOR QUALIFICATIONS ("RFQ") SUMMARY

1. RFQ Scope: The City of St. Petersburg, Florida ("City"), is requesting Statements of Qualifications (SOQ) and intends to select a group of two (2) or more firms from qualified firms or individuals interested in performing the professional services described in this RFQ. A detailed description of the Scope of Work is contained in Appendix A.

2. RFQ Schedule: The proposed schedule for the selection of a firm or individual for this project is set forth below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event/Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 22, 2016</td>
<td>RFQ Distribution/Legal Advertisement</td>
</tr>
<tr>
<td>February 26, 2016</td>
<td>Written SOQ six (6) hard copies and one (1) digital copy in PDF format on a CD or USB flash drive due by 4:00 pm at the office of the Engineering &amp; Capital Improvements Director, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701</td>
</tr>
<tr>
<td>March 16, 2016</td>
<td>Selection Committee Shortlisting Meeting. All of those who submitted a SOQ will be contacted via email to inform them of outcome of meeting and shortlisting.</td>
</tr>
<tr>
<td>April 6, 2016</td>
<td>Interviews with those shortlisted and final ranking.</td>
</tr>
<tr>
<td>April/May, 2016</td>
<td>Contract Negotiation</td>
</tr>
<tr>
<td>April/May, 2016</td>
<td>City Council Approval and Award</td>
</tr>
</tbody>
</table>

B. GENERAL INSTRUCTIONS

1. News Releases: Public disclosure regarding this RFQ, the SOQ and subsequent awards, will be coordinated by the City.

2. Inquiries: Questions regarding the RFQ may arise as proposing firms or individuals are preparing their documents. Please direct questions to:

   Mr. Phillip Keyes, P.E., Design Manager
   City of St. Petersburg
   Engineering & Capital Improvements Department
   One 4th Street North, 7th Floor
   St. Petersburg, Florida 33701
   Telephone: (727) 893-4165

3. Signature Requirements: The SOQ must be signed by a duly authorized official(s) of the proposing firm or by the proposing individual. Consortiums, joint ventures, or teams submitting SOQ, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility
Written Statements of Qualifications Received for
Traffic Calming, Bicycle/Pedestrian and
Development of Regional Impact Projects

SOQ Deadline: February 26, 2016 @ 4:00 pm

<table>
<thead>
<tr>
<th>Firm</th>
<th>Location</th>
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</thead>
<tbody>
<tr>
<td>1  ADEAS-Q</td>
<td>St. Petersburg, Florida</td>
</tr>
<tr>
<td>2  George F. Young, Inc.</td>
<td>St. Petersburg, Florida</td>
</tr>
<tr>
<td>3  GGI, LLC dba GENESIS</td>
<td>Tampa, Florida</td>
</tr>
<tr>
<td>4  Greenman-Pedersen, Inc.</td>
<td>Tampa, Florida</td>
</tr>
<tr>
<td>5  Infrastructure Consulting &amp; Engineering, PLLC</td>
<td>Tampa, Florida</td>
</tr>
<tr>
<td>6  Kimley-Horn and Associates, Inc.</td>
<td>Tampa, Florida</td>
</tr>
<tr>
<td>7  Sprinkle Consulting, Inc.</td>
<td>Lutz, Florida</td>
</tr>
</tbody>
</table>
The Consultant Selection Committee has met and short listed the firms scheduled below for the Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects. The Consultant Selection Committee was impressed with the overall quality of the submittals.

If your firm was not short listed, we appreciate the time and effort that you put forth. Please consider participating again in future City consultant selection processes.

If your firm was short listed, please confirm with Colleen Mazzo (727-893-7295 or colleen.mazzostpete.org) that you will be able to meet with the Committee.

Presentations will be on Wednesday, April 6, 2016 in Room 600 of the Municipal Services Center, One Fourth Street North, St. Petersburg. The format will be twenty (20) minutes for the consultant’s presentation followed by ten (10) minutes of questions by the Selection Committee. There will be ten (ten) minutes between presentations for tear down and set up.

**CONSULTANT PRESENTATION SCHEDULE**

**Wednesday, April 6, 2016**

1. 8:30 AM  ADEAS-Q
2. 9:10 AM  George F. Young, Inc.
3. 9:50 AM  GGI, LLC, dba GENESIS
4. 10:30 AM  Greenman-Pedersen, Inc.
5. 11:10 AM  Kimley-Horn and Associates, Inc.
6. Lunch Break
7. 12:30 PM  Sprinkle Consulting, Inc.

During your presentation, we would like you to address the following:

- Team Background and Experience
- Project Approach
- Relevant Project Examples
- SBE

Once again, thank you for participating in the City’s consultant selection process.

**Thomas B. Gibson**
April 6, 2016

The Consultant Selection Committee has completed their evaluation and selected the following firms for the Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects:

- George F. Young, Inc.
- Sprinkle Consulting, Inc.

The presentations were all very interesting and informative and we appreciate the time and effort that you put into your presentation. Please consider participating again in future City consultant selection processes.

Once again, thank you for participating in the City’s consultant selection process.

Thomas B. Gibson

Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
City of St. Petersburg, FL
Consultant Selection Final Presentations  
Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects  

April 6, 2016  

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Committee Member: [Signature]  
Thomas B. Gibson, P.E.  

Date: 4-8-16
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of March 16, 2017

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of February 2, February 9, and February 16, 2017 City Council meetings.
A RESOLUTION APPROVING THE MINUTES OF THE CITY COUNCIL MEETINGS HELD ON FEBRUARY 2, FEBRUARY 9, AND FEBRUARY 16, 2017; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meetings held on February 2, February 9, and February 16, 2017 are hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:

City Attorney or Designee
Chair Lisa Wheeler-Bowman called the meeting to order with the following members present: Amy Foster, Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Ed Montanari, Karl Nurse and Lisa Wheeler-Bowman. Mayor Rick Kriseman, City Attorney Jacqueline Kovilaritch, City Administrator Dr. Gary Cornwell, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Heather Judd, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent: Darden Rice.

A moment of silence was observed to remember the following fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month: Officer David Crawford – February 21, 2011.

In connection with the approval of the agenda, Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

ADD CA-1 Approving disbursement of up to $950,000 from the Capital Repair, Renewal and Replacement Sinking Fund Account for Tropicana Field Capital Projects; approving a supplemental appropriation in the amount of $950,000 from the unappropriated balance of the Tropicana Field Capital Projects Fund (3081) to the Tropicana Field FY17 Improvements Project (TBD); and providing an effective date.

MOVED CB-2 Approving a three-year blanket purchase agreement with Lytx, Inc. for a driver safety monitoring and improvement program for the Sanitation Department, at an amount not to exceed $220,000. [MOVED TO REPORTS AS ITEM E-8]

INFO CB-4 A resolution approving the plat of Regent Lane, generally located at 131 and 145 4th Avenue North. (City File 15-20000004)
A resolution approving the plat of 102nd Avenue Park, generally located south of 102nd Avenue North between 18th Street North and Interstate-275. (City File 16-20000007)

A resolution approving the plat of Urban Village GC Replat, generally located on 1st Avenue North at the corner of 25th Street North. (Our File: 15-20000009)

Confirm the appointment of Phil Peyton as an alternate member to the Nuisance Abatement Board to serve a two-year term ending November 30, 2018.

Confirming the reappointment of John Palumbo and Deborah Scanlan as regular members to the Commission on Aging to fill a three-year term ending December 31, 2019. Confirming the appointment of Carol Radin as a regular member to the Commission on Aging to fill an unexpired three-year term ending December 31, 2017.

Confirming the reappointment to of Carol Jones and Rita R. Wesley as regular members to the Social Services Allocations Committee to serve a three-year term ending September 30, 2019. (Revised title and backup.)

Approving City Council minutes of December 1, December 8, and December 15, 2016 City Council meetings.

City-initiated ordinance amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) to reclassify self-storage facilities from a permitted, principle use to an accessory use when located within the RC-1, RC-2, RC-3 (Retail Center) and CCS-2 (Corridor Commercial Suburban) zoning classifications. Further, this amendment includes additional use restrictions and use-specific development standards when located within a designated activity center. (City File LDR-2016-02)

Public Arts Commission (Oral) (Councilmember Komell)

Authorizing the Mayor or his designee to execute Task Order No. 16-01-BC/W to the Architect/Engineering Agreement (“A/E”) between the City of St. Petersburg (“City”) and Brown and Caldwell (“B&C”) in an amount not to exceed $179,474 for the Water Reclamation Facility Wet Weather Operability Improvement Plan Project (Engineering Project No. 17066-111; Oracle No. 15968); approving a supplemental appropriation in the amount of $198,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF Wet Weather Op Improv FY17 Project (15968) to provide the necessary funding for Task Order 16-01-BC/W and other project related costs such as engineering services, contingency and other soft costs.
INFO E-4 Mahaffey Theater Naming Rights Plan

MOVED E-6 An ordinance approving a substantial change of use of park property within Woodlawn Park; allowing the reconstruction of the Pistol Range and the construction of training facilities and offices; allowing for construction of parking. [MOVED TO NEW ORDINANCES AS ITEM F-6]

INFO F-1 Ordinance approving a vacation of street and alley rights-of-way generally located between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically a 16-foot east/west alley in the block bounded by 6th Avenue South and Fairfield Avenue South between 22nd Street South and 23rd Street South, a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 24th Street South, a portion of Fairfield Avenue South between 22nd Street South and 23rd Street South and a portion of 7th Avenue South between 22nd Street South and 23rd Street South, a portion of 23rd Street South between 7th Avenue South and 8th Avenue South and by Interstate 275, and a portion of 8th Avenue South located between 23rd Street South and by Interstate 275 and 24th Street South. (City File 16-33000015)

INFO F-2 Ordinance approving the designation of the Aiken House, located at 118 5th Avenue North. (City File HPC 16-90300003)

INFO F-3 Ordinance approving the designation of the Pricer House, located at 126 5th Avenue North. (City File HPC 16-90300004)

INFO F-4 Ordinance approving the designation of the Burnside House, located at 136 5th Avenue North. (City File HPC 16-90300005)

INFO F-5 Ordinance approving the designation of the Henry House, located at 142-142 5th Avenue North. (City File HPC 16-90300006)

ADD G-2 Creation of an Ad Hoc Capital Improvement Assessment Committee (Councilmember Kennedy)

ADD G-3 Referring to the Budget, Finance and Taxation Committee for consideration of a revision to the Small Business Enterprise ordinance. (Councilmember Nurse)

ADD G-4 Requesting an amendment to the City Council Policy and Procedure Manual Chapter 3, Section I, D(1) Posting of the Agenda. (Chair Rice)

INFO H-2 Public Services & Infrastructure (1/26/17)

INFO H-3 Housing Services Committee (1/26/17)
ADD H-5 Energy, Natural Resources & Sustainability Committee (1/19/17)

ADD H-5(a) An Ordinance of the City of St. Petersburg, Florida creating a new Section 20-125, regulation of e-cigarettes; prohibiting the sale of nicotine products and electronic cigarettes to minors; prohibiting self-service merchandising of liquid nicotine, tobacco products and electronic cigarettes; prohibiting the use of e-cigarettes within an enclosed indoor workplace.

ADD H-6 Legislative Affairs & Intergovernmental Relations (1/19/17)


In connection with approval of the Consent Agenda, Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Steven Diebenow, expressed his concerns regarding the reclassification of self-storage facilities.

The following person was present, but did not wish to speak:

1. Bill Icely, was in support of Agenda Item No. CB-4.

In connection with reports, Joseph Jimenez, Managing Director at The Edwards Group gave a presentation to Council regarding the Mahaffey Theater Naming Rights Plan. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-67 A RESOLUTION ACKNOWLEDGING RECEIPT OF THE NAMING RIGHTS PLAN PREPARED BY BIG 3 ENTERTAINMENT, LLC (“MANAGER”) THAT IDENTIFIES PORTIONS OF THE MAHAFFEY THEATER FACILITY PROPOSED FOR NAMING, PROPOSED FEES FOR NAMING RIGHTS AND A LIST OF POTENTIAL PROSPECTS FOR SUCH NAMING RIGHTS; EXPRESSING SUPPORT OF THE CONCEPTS AND OBJECTIVES SET FORTH IN THE NAMING RIGHTS PLAN AND MANAGER’S...
COMMENCEMENT OF THE IMPLEMENTATION OF THE NAMING RIGHTS PLAN; PROVIDING THAT NAMING ANY PORTION OF THE MAHAFFEY THEATER FACILITY IS SUBJECT TO CITY COUNCIL APPROVAL OF AN ORDINANCE AND NAMING RIGHTS AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, Gary Jones, Planning and Economic Development Department gave a presentation to Council regarding the EDGE District Improvement Plan. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Dan Harvey, 1425 Central Avenue, expressed his support for the EDGE District Improvement Plan.
2. Leslie Curran, 1445 Central Avenue, expressed her support for the EDGE District Improvement Plan.
3. Barbara Vogelweide, 118 Dr. Martin Luther King, Jr. Street South, expressed her support for the EDGE District Improvement Plan.

Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

2017-68 A RESOLUTION, APPROVING THE EDGE DISTRICT IMPROVEMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinances 726-L and 755-Z. Derek Kilbom, Urban Planning and Economic Development Department Manager gave a presentation to Council regarding a City-initiated application amending the land use and zoning of an estimated 19.08 acres located within the Monticello Park Subdivision. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Peter Wells, 1311 Monticello Boulevard North, expressed his support regarding the City-initiated application.
2. Jim Stitt, 1000 40th Avenue North, expressed his support regarding the City-initiated application.
3. Martin Banspach, 4140 14th Street North, expressed his support regarding the City-initiated application.
4. James King, 1401 42nd Avenue North, expressed his support regarding the City-initiated application.
5. Nina Light, 940 42nd Avenue North, expressed her support regarding the City-initiated application.
6. Mary Bryant, 1331 Monticello Boulevard North, expressed her support regarding the City-initiated application.
7. Bill Foster, 560 1st Avenue North, expressed his support regarding the City-initiated application.

The following person(s) were present, but did not wish to speak:
1. Jimmy Grobmyer, 1240 Monticello Boulevard North, was in support of the City-initiated application.
2. Cathy Sue Stevens, 1046 40th Avenue North, was in support of the City-initiated application.
3. Janice Chandler, 1331 45th Avenue North, was in support of the City-initiated application.
4. Matthew Spoor, 1400 43rd Avenue North, was in support of the City-initiated application.
5. Rose Reed Morris, 1338 45th Avenue North, was in support of the City-initiated application.

Councilmember Montanari moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinances 726-L and 755-Z entitled:

PROPOSED ORDINANCE NO. 726-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE LAND USE DESIGNATION OF PROPERTIES IN ATTACHED “EXHIBIT A,” GENERALLY BOUNDED BY 12TH STREET NORTH, 15TH STREET NORTH, 42ND AVENUE NORTH, AND 45TH AVENUE NORTH, FROM PLANNED REDEVELOPMENT-RESIDENTIAL TO RESIDENTIAL URBAN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 755-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING OF PROPERTIES IN ATTACHED “EXHIBIT A,” GENERALLY BOUNDED BY 12TH STREET NORTH, 15TH STREET NORTH, 42ND AVENUE NORTH, AND 45TH AVENUE NORTH, FROM NT-1 (NEIGHBORHOOD TRADITIONAL-1) TO NS-1 (NEIGHBORHOOD SUBURBAN-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.
be adopted on final reading.


Chair Wheeler-Bowman recessed the meeting at 10:18 a.m. for a short break.

Chair Wheeler-Bowman reconvened the meeting at 10:33 a.m.

In connection with reports, Robert Turner, Sanitation Department gave a presentation to Council regarding a driver safety monitoring and improvement program for the Sanitation Department. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-69 A RESOLUTION APPROVING A THREE-YEAR AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND LYTX, INC. FOR A DRIVER SAFETY MONITORING AND IMPROVEMENT PROGRAM AT A TOTAL COST NOT TO EXCEED $220,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Update. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-70 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-01-BC/W TO THE ARCHITECT/ENGINEERING AGREEMENT ("A/E") BETWEEN THE CITY OF ST. PETERSBURG ("CITY") AND BROWN AND CALDWELL ("B&C") IN AN AMOUNT NOT TO EXCEED $179,474 FOR THE WATER RECLAMATION FACILITY WET WEATHER OPERABILITY IMPROVEMENT PLAN PROJECT (ENGINEERING PROJECT NO. 17066-111; ORACLE NO. 15968); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $198,000 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) TO THE
WRF WET WEATHER OP IMPROV FY17 PROJECT (15968) TO PROVIDE THE NECESSARY FUNDING FOR TASK ORDER 16-01-BC/W AND OTHER PROJECT RELATED COSTS SUCH AS ENGINEERING SERVICES, CONTINGENCY AND OTHER SOFT COSTS; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Kornell moved with the second of Councilmember Foster that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request administration to implement a SOP when an incident is reported to the EPA that the public be notified within 24 hours.


In connection with reports, Sophia Sorolis, Economic Development Manager gave a presentation to Council regarding a Qualified Target Industry (“QTI”) Business. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-71 A RESOLUTION RECOMMENDING THAT PROJECT B6121950706 (“PROJECT”), A CONFIDENTIAL PROJECT, PURSUANT TO SECTION 288.075, FLORIDA STATUTES BE APPROVED AS A QUALIFIED TARGET INDUSTRY (“QTI”) BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES WITH AN AVERAGE PRIVATE SECTOR WAGE COMMITMENT CALCULATION BASED ON 150% OF THE AVERAGE STATE OF FLORIDA WAGE; FINDING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR THE PROJECT EXIST; COMMITTING $99,000 AS THE CITY’S SHARE OF THE LOCAL FINANCIAL SUPPORT FOR THE PROJECT BEGINNING IN STATE FY 2018, SUBJECT TO ANNUAL APPROPRIATIONS AND CONDITIONED ON THE PROJECT MEETING STATUTORY REQUIREMENTS; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.


Chair Wheeler-Bowman recessed the meeting at 12:03 p.m. for a lunch break.
Chair Wheeler-Bowman reconvened the meeting at 12:39 p.m.

In connection with reports, Robert Labrie, Water Resources Manager gave a presentation to Council regarding the Potable Water Services Procedures and Regulations. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-72 A RESOLUTION APPROVING REVISED POTABLE WATER SERVICE PROCEDURES AND REGULATIONS TO REPLACE THE POTABLE WATER SERVICE PROCEDURES AND REGULATIONS PREVIOUSLY APPROVED BY CITY COUNCIL, AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 1090-V. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting February 16, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 1090-V

BETWEEN 23RD STREET SOUTH AND BY INTERSTATE 275 AND 24TH STREET SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 100-HL. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting February 16, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 100-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE GRANT AND MAUDE AIKEN HOUSE (LOCATED AT 118 FIFTH AVENUE NORTH) AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 101-HL. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting February 16, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 101-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE PRICER-ANDERSON HOUSE (LOCATED AT 126 FIFTH AVENUE NORTH) AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.
In connection with new ordinances, the Clerk read the title of proposed Ordinance 102-HL. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting February 16, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 102-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE JOHN L. AND VIRGINIA BURNSIDE HOUSE (LOCATED AT 136 FIFTH AVENUE NORTH) AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 103-HL. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting February 16, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 103-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE WALTER C. AND MAMIE HENRY HOUSE (LOCATED AT 142-142 ½ FIFTH AVENUE NORTH) AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.
In connection with new ordinances, the Clerk read the title of proposed Ordinance 258-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting February 16, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 258-H

AN ORDINANCE APPROVING A SUBSTANTIAL CHANGE OF USE OF PARK PROPERTY WITHIN WOODLAWN PARK; ALLOWING THE RECONSTRUCTION OF THE PISTOL RANGE AND THE CONSTRUCTION OF TRAINING FACILITIES AND OFFICES; ALLOWING FOR CONSTRUCTION OF PARKING; AND PROVIDING AN EFFECTIVE DATE.


In connection with a new business item presented by Councilmember Karl Nurse, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Budget, Finance & Taxation Committee for consideration to consider an establishment of a Citizens Advisory Committee for the Intown CRA.


In connection with a new business item presented by Councilmember James R. Kennedy, Jr., Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council create a Capital Improvement Assessment.

In connection with a new business item presented by Councilmember Karl Nurse, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Budget, Finance & Taxation Committee for consideration to consider a revision to the Small Business Enterprise ordinance.


In connection with the Land Use and Transportation Committee report presented by Councilmember James R. Kennedy, Jr. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request that Councilmember Montanari become an alternate member of Forward Pinellas.


Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Land Use and Transportation report presented by Councilmember Kennedy.


In connection with the Budget, Finance and Taxation report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the January 26, 2017 Budget, Finance and Taxation Committee report presented by Councilmember James R. Kennedy, Jr.

In connection with the Public Services and Infrastructure Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanan that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request that process and procedures for selecting a potential race in general and in specific the second marathon that we would like to take place next year be brought back before the Co-Sponsored Events Committee.


Councilmember Kornell moved with the second of Councilmember Montanani that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee report of January 26, 2017 presented by Councilmember Steve Kornell.


In connection with the Housing Services Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing Services Committee report of January 26, 2017 presented by Councilmember Karl Nurse.


In connection with the Committee of the Whole: FY18 Budget Priorities report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanani that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Budget, Finance & Taxation Committee for consideration to consider a discussion on the Payment In Lieu of Franchise Fees (PILOF).

Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Committee of the Whole: FY18 Budget Priorities report of January 26, 2017 presented by Chair Lisa Wheeler-Bowman.


In connection with the Energy, Natural Resources and Sustainability Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting February 16, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 259-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA CREATING A NEW SECTION 20-125, REGULATION OF E-CIGARETTES; PROHIBITING THE SALE OF NICOTINE PRODUCTS AND ELECTRONIC CIGARETTES TO MINORS; PROHIBITING SELF-SERVICE MERCHANDISING OF LIQUID NICOTINE, TOBACCO PRODUCTS AND ELECTRONIC CIGARETTES; PROHIBITING THE USE OF E-CIGARETTES WITHIN AN ENCLOSED INDOOR WORKPLACE; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Energy, Natural Resources and Sustainability Committee report of January 19, 2017 presented by Councilmember Steve Kornell.


In connection with the Legislative Affairs & Intergovernmental Relations Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard,
there was no response. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Legislative Affairs & Intergovernmental Relations Committee report of January 19, 2017 presented by Councilmember Ed Montanari.

Consent Agenda A
February 2, 2017

NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.

2017-51 1. Approving disbursement of up to $950,000 from the Capital Repair, Renewal and Replacement Sinking Fund Account for Tropicana Field Capital Projects; approving a supplemental appropriation in the amount of $950,000 from the unappropriated balance of the Tropicana Field Capital Projects Fund (3081) to the Tropicana Field FY17 Improvements Project (TBD); and providing an effective date.
CONSENT AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B
February 2, 2017

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

1. Renewing a blanket purchase agreement with Bright House Networks, LLC, for internet services for the Department of Technology Services (DoTS), in the amount of $110,000, for a total contract amount of $385,000.

2. Approving a three-year blanket purchase agreement with Lytx, Inc. for a driver safety monitoring and improvement program for the Sanitation Department, at an amount not to exceed $220,000: [MOVED TO REPORTS AS ITEM E-8]

3. Accepting a proposal from Management Advisory Group International, Inc. for salary survey consulting services for the Human Resources Department at an estimated contract cost of $90,097.

4. A resolution approving the plat of Regent Lane, generally located at 131 and 145 4th Avenue North. (City File 15-20000004)

5. A resolution approving the plat of 102nd Avenue Park, generally located south of 102nd Avenue North between 18th Street North and Interstate-275. (City File 16-20000007)

6. A resolution authorizing the Mayor, or his Designee, to execute a Second Amendment to the Lease Agreement with Pinellas County, a political subdivision of the State of Florida, to provide for the relocation of the public safety and non-public safety radio communications tower located within City-owned property at 150 - 14th Street North, St. Petersburg.

7. A resolution approving the plat of Urban Village GC Replat, generally located on 1st Avenue North at the corner of 25th Street North. (Our File: 15-20000009)

8. A resolution approving a supplemental appropriation in the amount of $400,000 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Police Facility/EOC Project (12847), to provide funding for pre-construction services and utility relocation costs for the new St. Petersburg Police Headquarters; and
providing an effective date (Engineering/CID Project No. 11234-018; Oracle Project No. 12847).

9. Confirmation of Dr. Ricardo Davis reappointment to the South St. Petersburg CRA Citizen Advisory Committee.

10. Authorizing the Mayor or his designee to accept funding from Pinellas County’s Water Rescue Grant Program in the amount of $60,000 for the specific purpose of supporting operations, maintenance, equipment, and training for water rescue preparedness and response on a countywide basis; to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $60,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional revenues to the Fire Rescue Department, Operations (150-1497).

11. Approving a supplemental appropriation in the amount of $36,509 from an increase in the unappropriated balance of the SHIP Fund (1019), resulting from the receipt of an additional allocation from the Florida Housing Finance Corporation (“FHFC”) for FY 2016-2017, to the SHIP Program, Housing And Community Development Department (082), Housing Administration Division (1089); authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

12. A resolution increasing the allocation to Catholic Charities, Diocese of St. Petersburg (“Catholic Charities”), in the amount of $23,451.16 to provide rental assistance to eligible clients, from uncommitted FY 2015-2016 Emergency Solutions Grant (“ESG”) funds; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

13. Confirm the appointment of Phil Peyton as a regular member to the Nuisance Abatement Board to serve an unexpired three-year term ending December 31, 2018.

14. Confirming the reappointment of John Palumbo and Deborah Scanlan as regular members to the Commission on Aging to fill a three-year term ending December 31, 2019. Confirming the appointment of Carol Radin as a regular member to the Commission on Aging to fill an unexpired three-year term ending December 31, 2017.

15. Confirming the reappointment to of Carol Jones and Rita R. Wesley, Armanda Lampley, Jane Egbert, and Robert R. Holm as regular members to the Social Services Allocations Committee to serve a three-year term ending September 30, 2019.

16. Approving City Council minutes of December 1, December 8, and December 15, 2016 City Council meetings.
There being no further business, Chair Wheeler-Bowman adjourned the meeting at 1:59 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 
Chan Srinivasa, City Clerk
Chair Lisa Wheeler-Bowman called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Ed Montanari, Karl Nurse, and Lisa Wheeler-Bowman. Mayor Rick Kriseman, Deputy Mayor Dr. Kanika Tomlin, City Attorney Jacqueline Kovilaritch, City Administrator Dr. Gary Cornwell, City Clerk Chan Srinivasa and Assistant to the City Clerk Cortney Phillips were also in attendance. Absent. Amy Foster, Darden Rice.

In connection with the approval of the agenda, Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

**BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda.**


In connection with the Awards and Presentation portion of the agenda, Leah McRae, Education and Community Engagement Director and Midtown Academy Principal Portia Slaughter gave a presentation to Council regarding St. Pete’s Promise – Midtown Academy. Deputy Mayor Dr. Kanika Tomlin presented Midtown Academy student Samia Edwards with a Certificate for being an outstanding student and participant in the Mayor’s Reading Program.

In connection with the Awards and Presentation portion of the agenda, Deputy Mayor Dr. Kanika Tomlin presented a Proclamation proclaiming February 11, 2017 as National 2-1-1 Day.

In connection with the Awards and Presentation portion of the agenda, Councilmember Steve Kornell and Lakeview Elementary Fundamental School 2nd Grader Nya Flickinger gave a presentation to Council regarding the Smoking on City Playgrounds Presentation. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council send a resolution to the State of Florida requesting signs be erected in City playgrounds prohibiting smoking on premises.


In connection with the Awards and Presentations portion of the agenda, City Administrator Dr. Gary Cornwell presented a Proclamation proclaiming the week of February 24 – March 4, 2017 as Special Olympics Week. Barbara VanCamp, Recreation Supervisor for Special Olympics and Special Olympics Athlete Jacob Sehr gave a presentation to Council regarding the Special Olympics.

In connection with the Awards and Presentations portion of the agenda, Deputy Mayor Dr. Kanika Tomlin presented a Proclamation proclaiming the month of February 2017 as American Heart Association Heart Month.

In connection with the Awards and Presentations portion of the agenda, Councilmember Ed Montanari presented the Sunshine Ambassador Award to Good Samaritans Julie Mageras, Tom Phillips, Joseph Murphy and Fire Department Staff regarding the Recognition of Happy Rideout’s Guardian Angels.

In connection with the Awards and Presentations portion of the agenda, Chair Lisa Wheeler-Bowman presented the Sunshine Ambassador Award to The Massage Spa.

In connection with the Awards and Presentations portion of the agenda, Lana Stevanovic recognized the City of St. Petersburg as one of the United Way Suncoast’s Top 100 Most Generous Workplaces for 2016.

In connection with the Awards and Presentations portion of the agenda, Daniel Noah, NOAA Meteorologist gave a presentation to Council regarding the City of St. Petersburg Storm Ready Recognition. No action was taken.

In connection with reports, Chris Ballestra, Economic Development Administration Development Coordination Managing Director gave an update and PowerPoint presentation regarding the Pier Education Advisory Team Report. No action was taken.

In connection with reports, Claude Tankersley, Public Works Administrator gave a presentation to Council regarding the Brown and Caldwell – Basis of Design Report. No action was taken.
There being no further business, Chair Wheeler-Bowman adjourned the meeting at 6:03 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: ________________________________
Chan Srinivasa, City Clerk
Chair Darden Rice called the meeting to order with the following members present: Amy Foster, Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Ed Montanari, Karl Nurse, Darden Rice and Lisa Wheeler-Bowman. City Attorney Jacqueline Kovilaritch, City Administrator Dr. Gary Cornwell, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Brett Pettigrew, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent. None.

In connection with the approval of the agenda, Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

ADD CA-1 Accepting the bid from Youngquist Brothers, Inc., in the amount of $1,840,000 for the SWWRF Reclaimed Water & Injection Well Improvements Project (Engineering/CID Project No. 16110-111; Oracle No. 15838); and providing an effective date. [MOVED TO REPORTS AS E-3(a)]

INFO CB-3 Resolution authorizing the Mayor or his designee to execute Amendment 1 to Task Order No. 12-09-KHAT/T to the Architect/Engineering Agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in the amount of $25,000 for professional planning services to refine concepts for the St Pete Innovation District streetscape and connectivity plan.

ADD CB-12 Approving the purchase of a replacement sewer cleaning truck from Sun State International Trucks LLC for the Fleet Management Department, at a total cost of $198,663.

ADD CB-13 Approving the purchase of one replacement ambulance from Hall-Mark RTC for the Fire Rescue Department, at a total cost of $187,570.

ADD CB-14 Accepting a proposal from Tom Evans Environmental, Inc., a sole source provider, for two replacement distribution pumps for the Water Resources Department at a total cost of $150,000.
Accepting the bid from Riley Electrical Service, Inc., in the amount of $98,015.68, for the Mirror Lake Shuffleboard Courts Lighting FY15 (Engineering/CID Project No. 15215-117; Oracle No. 14646); and providing an effective date.

Approving an increase to the allocation for neighborhood identity signs for Historic Uptown to Creative Sign Designs, LLC, a sole source supplier, for the Community Services Department, in the amount of $48,900, for a total contract amount of $82,182.

Approving the donation of four 2011 Ford Interceptor vehicles valued at approximately $6,000 to St. Petersburg College Allstate Center (SPC).

Awarding a three-year blanket purchase agreement to Environmental Systems Research Institute Incorporated (ESRI), Inc., a sole source supplier, for GIS software and support for the Police Department at a total cost of $398,850; approving an appropriation in the amount of $38,850 from the unencumbered balance of appropriated funds in the Federal Justice Forfeiture Fund to the Local Law Enforcement State Trust Fund ($94,100); and providing an effective date.

Awarding a contract to Niche Video Products, Inc., for media asset management equipment and software for St. Pete TV at a total cost of $66,861.

A resolution requesting that the Board of County Commissioners of Pinellas County, Florida investigate the viability and desirability of enacting a county-wide inclusionary zoning ordinance, subject to opt out provisions for cities. [MOVED TO REPORTS AS E-6]

An Ordinance calling a special election for May 2, 2017, for the purpose of holding a referendum regarding an agreement, with a term not exceeding 25 years and subject to certain conditions, for Al Lang Field to be used for the primary purpose of providing a home field for a Major League Soccer expansion team; authorizing the City Council to approve such an agreement following approval of the referendum by a majority vote; providing the referendum ballot title and summary; directing the City Clerk to provide notice of the special election; making findings.

A Resolution approving an amendment to the contract between the City of St. Petersburg, Florida and Layne Inliner, LLC dated May 28, 2015 (as amended) to extend the term for an additional one year period and to increase the contract price in an amount not to exceed $1,000,000 for a total contract price not to exceed $5,220,000; authorizing the Mayor or his designee to execute the amendment and all documents necessary to effectuate this transaction; and providing an effective date.

Resolution pursuant to Section Three of Ordinance No. 702-G, as amended, establishing Race Days for the 2017 Firestone Grand Prix of St. Petersburg.
during which Race Zone and Clean Zone regulations and other regulations are in effect.

ADD E-5 Authorizing a License Agreement with the Lynx Educational Foundation, Inc. for the docking and operation of the Tall Ship Lynx

ADD F-1 Selection and Appointment of PSTA Board of Directors St. Pete Citizen Representative Position (Chair Rice)

ADD F-2 Requesting the City Attorney draft and present a resolution opposing any legislation that would abolish Visit Florida. (Councilmember Gerdes)

ADD F-3 Requesting the City Attorney draft and present a resolution opposing any legislation that would abolish Enterprise Florida. (Councilmember Gerdes)

INFO G-1 Co-Sponsored Events Committee (2/2/17)

DELETE G-1(a) An Ordinance amending Section 21-38(d) of the St. Petersburg City Code, allowing the consumption and sale of beer and wine Williams Park and Elva Rouse Park when activities are sponsored or co-sponsored by the City or which have received a park permit or other approval from the City.

ADD G-1(b) A resolution in accordance with City Code Section 21-38(d) exempting Rebolution Fest (Vinoy Park) and Reggae Rise Up (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at their respective venues, during their events as set forth herein.

ADD G-1(c) A resolution waiving the six month requirement of Section “D” of Resolution No. 2000-562, and payment of the waiver fee required by City Council Resolution No. 2009-353 as to Childhood Apraxia of Speech Association of North America authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

ADD G-1(d) A resolution approving events for co-sponsorship in name only by the City for FY2018; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by Design Ofresco Corp, Beach Drive Events, L.L.C., Paragon Fine Arts Festivals Inc., Local Shopper LLC., and Yachting Promotions, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

ADD G-1(e) A resolution in accordance with City Code Section 21-38(d) exempting Chillounge Night (North Straub Park), St. Pete Wine and Food (North Straub Park), Ribfest (Vinoy Park) and St. Pete Power and Sailboat Show (Albert Whitted Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at their respective venues, during their events as set forth herein.

ADD G-1(f) A resolution waiving the six month requirement of Section “D” of Resolution No. 2000-562, and payment of the waiver fee required by City
Council Resolution No. 2009-353 as to University of South Florida Foundation, Inc. authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

ADD G-1(g) A resolution approving events for co-sponsorship in name only by the City for FY17; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by Active Endeavors, Inc.; We Are Concerts LLC.; One More Rep Sports Performance and Weight Loss, LLC.; Wanderlust Festivals, LLC.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

DELETE G-2(a) A resolution of the City Council of the City of St. Petersburg, Florida authorizing the issuance of not to exceed $2,545,000 Non-Ad Valorem Revenue Note, Series 2017A to finance the acquisition, construction, reconstruction and equipping of various capital improvements to the City’s marina, and to pay associated transactional costs and not to exceed $3,290,000 Non-Ad Valorem Refunding Revenue Note, Series 2017B to refund the City’s outstanding loan related to First Florida Governmental Financing Commission Improvement and Refunding Revenue Bonds, series 2007, and to pay associated transactional costs; providing that such notes shall be limited obligations of the City payable solely from Non-Ad Valorem Revenues budgeted and appropriated as provided herein; providing for the rights, securities and remedies for the owners of such notes; designating an Escrow Agent and approving the form of and authorizing the execution of an Escrow Deposit Agreement; making certain covenants and agreements in connection therewith.

ADD G-2(b) Approving the recommendation of the Budget, Finance and Taxation Committee to remove the Childs Park Lake Project from the Weeki Wachee Project List.

INFO G-4 Energy, Natural Resources & Sustainability Committee (2/9/17)

ADD H-1 Funding of potential Al Lang Stadium referendum.


In connection with approval of the Consent Agenda, Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. James Keane, 800 14th Street North, spoke in support of Consent Agenda item CB-16.

Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolutions be adopted approving the attached Consent Agenda as amended.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Hal Freedman, 1 Beach Drive Southeast, spoke in support of the potential Al Lang Stadium referendum.

In connection with reports, Chris Ballestra, Economic Development Managing Director gave a presentation to Council regarding the 2017 Firestone Grand Prix – Race Days Resolution. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolutions be adopted:

2017-92 A RESOLUTION PURSUANT TO SECTION THREE OF ORDINANCE NO. 702-G, AS AMENDED, ESTABLISHING RACE DAYS FOR THE 2017 FIRESTONE GRAND PRIX OF ST. PETERSBURG DURING WHICH RACE ZONE AND CLEAN ZONE REGULATIONS AND OTHER REGULATIONS ARE IN EFFECT; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 1091-V. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting March 2, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 1091-V

AN ORDINANCE APPROVING A VACATION OF A 30-FOOT WIDE INGRESS/EGRESS EASEMENT AS DEDICATED BY THE HOLLYWOOD PARK SUBDIVISION FIRST ADDITION PLAT AS RECORDED IN PLAT BOOK 74, PAGE 33, PUBLIC RECORDS OF PINELAS COUNTY, FLORIDA; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 260-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.
Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting March 2, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 260-H

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(5)B., ST. PETERSBURG CITY CHARTER, AUTHORIZING THE RESTRICTIONS CONTAINED IN THE JOINT PARTICIPATION AGREEMENT (JPA) FOR THE TAXIWAY C REHAB PROJECT (PROJECT #15120), TO BE EXECUTED BY THE CITY, AS A REQUIREMENT FOR RECEIPT OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDS (GRANT) INCLUDING BUT NOT LIMITED TO THE AVIATION PROGRAM ASSURANCES (GRANT ASSURANCES), WHICH, INTER ALIA, REQUIRE THAT THE CITY MAKE ALBERT WHITTED AIRPORT AVAILABLE AS AN AIRPORT FOR PUBLIC USE ON FAIR AND REASONABLE TERMS, AND MAINTAIN THE PROJECT FACILITIES AND EQUIPMENT IN GOOD WORKING ORDER FOR THE USEFUL LIFE OF SAID FACILITIES OR EQUIPMENT, NOT TO EXCEED 20 YEARS FROM THE EFFECTIVE DATE OF THE JPA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE GRANT IN AN AMOUNT NOT TO EXCEED $19,600; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR EXPIRATION.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 261-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting March 2, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 261-H

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(5)B., ST. PETERSBURG CITY CHARTER, AUTHORIZING THE RESTRICTIONS CONTAINED IN THE JOINT PARTICIPATION AGREEMENT (JPA) FOR THE TAXIWAY C SOUTH RAMP PROJECT (PROJECT #15617), TO BE EXECUTED BY THE CITY, AS A REQUIREMENT FOR RECEIPT OF
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDS (GRANT) INCLUDING BUT NOT LIMITED TO THE AVIATION PROGRAM ASSURANCES (GRANT ASSURANCES), WHICH, INTER ALIA, REQUIRE THAT THE CITY MAKE ALBERT WHITTED AIRPORT AVAILABLE AS AN AIRPORT FOR PUBLIC USE ON FAIR AND REASONABLE TERMS, AND MAINTAIN THE PROJECT FACILITIES AND EQUIPMENT IN GOOD WORKING ORDER FOR THE USEFUL LIFE OF SAID FACILITIES OR EQUIPMENT, NOT TO EXCEED 20 YEARS FROM THE EFFECTIVE DATE OF THE JPA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE GRANT IN AN AMOUNT NOT TO EXCEED $308,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR EXPIRATION.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 262-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Jonathan Tallon, 432 31st Street North, spoke in support of the proposed Ordinance.
2. Justin Bean, 627 7th Avenue North, spoke in support of the proposed Ordinance.
3. Mike Pendleton, 7879 40th Terrace North, spoke in support of the proposed Ordinance.
4. Nancy Bataille, 1235 35th Avenue North, spoke in support of the proposed Ordinance.
5. Gina Driscoll, 644 4th Avenue South, spoke in support of the proposed Ordinance.
6. Paul Carder, 341 5th Street South, spoke in support of the proposed Ordinance.
7. Phil Clark, 4326 Yardley Avenue North, spoke in support of the proposed Ordinance.
8. Joni James, 244 2nd Avenue North #201, spoke in support of the proposed Ordinance.
9. Ashley Green, 2865 Boca Ciega Drive North, spoke in support of the proposed Ordinance.
10. David Gregory, 100 4th Avenue South #100, spoke in opposition to the proposed Ordinance.
11. Brian McNeeh, 100 4th Avenue South, spoke in opposition to the proposed Ordinance.
12. Chris Steinocher, 741 18th Avenue North, spoke in support of the proposed Ordinance.
13. Ryan Griffin, 289 Catalan Boulevard Northeast, spoke in support of the proposed Ordinance.

Chair Rice recessed the meeting at 4:32 p.m. for a short break.

Chair Rice reconvened the meeting at 4:52 p.m.

Councilmember Gerdes moved with the second of Councilmember Foster that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting March 2, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 262-H

AN ORDINANCE CALLING A SPECIAL ELECTION FOR MAY 2, 2017, FOR THE PURPOSE OF HOLDING A REFERENDUM REGARDING AN AGREEMENT, WITH A TERM NOT EXCEEDING 25 YEARS AND UNDER CERTAIN CONDITIONS, FOR AL LANG FIELD TO BE USED FOR THE PRIMARY BUT NOT SOLE PURPOSE OF PROVIDING A HOME FIELD FOR A MAJOR LEAGUE SOCCER EXPANSION TEAM; AUTHORIZING THE CITY COUNCIL TO APPROVE SUCH AN AGREEMENT FOLLOWING APPROVAL OF THE REFERENDUM BY A MAJORITY VOTE; PROVIDING THE REFERENDUM BALLOT TITLE AND SUMMARY; DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF THE SPECIAL ELECTION; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.


In connection with a Legal item, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Komell moved with the second of Councilmember Montanan that the following resolution be adopted:

2017-93 A RESOLUTION AUTHORIZING THE ESCROW OF FUNDS FROM THE TAMPA BAY ROWDIES INTENDED TO FUND A SPECIAL ELECTION THAT MAY BE CALLED FOR THE PURPOSE OF HOLDING A REFERENDUM REGARDING AN AGREEMENT WITH A TERM NOT EXCEEDING 25 YEARS FOR AL LANG FIELD TO BE USED FOR THE PRIMARY PURPOSE OF PROVIDING A HOME FIELD FOR A MAJOR LEAGUE SOCCER EXPANSION TEAM; AUTHORIZING EXECUTION OF AGREEMENTS AND OTHER DOCUMENTS TO EFFECTUATE THE TAMPA BAY ROWDIES' FUNDING OF THE SPECIAL ELECTION AND THE ESCROW OF THE FUNDS INTENDED FOR THAT PURPOSE; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Dr. Donald R. Eastman III, Eckerd College President gave a presentation to Council regarding the Eckerd College Update. No action was taken.

In connection with reports, Chief Anthony Holloway, St. Petersburg Police Department gave a PowerPoint presentation to Council regarding the Police Quarterly Update. No action was taken.
Chair Rice recessed the meeting at 6:06 p.m. for a dinner break.

Chair Rice reconvened the meeting at 6:44 p.m.

In connection with public hearings, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolutions be adopted:

2017-94 A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1574; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

2017-95 A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1220 ("SEC 1220") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

2017-96 A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 446 ("DMO NO. 446") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 1090-V. Kathryn Younkin, Deputy Zoning Official gave a presentation to Council regarding the proposed Ordinance. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Jim Helinger, Jr., 4756 Central Avenue, spoke in opposition to the proposed Ordinance.
2. Bruce Allums, 602 21st Street South, spoke in opposition to the proposed Ordinance.

Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1090-V entitled:

PROPOSED ORDINANCE NO. 1090-V


be continued to the March 2, 2017 City Council meeting.


In connection with public hearings, the Clerk read the title of proposed Ordinance 258-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Raul Quintana, City Architect gave a presentation to Council regarding the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 258-H entitled:

PROPOSED ORDINANCE NO. 258-H

AN ORDINANCE APPROVING A SUBSTANTIAL CHANGE OF USE OF PARK PROPERTY WITHIN WOODLAWN PARK; ALLOWING THE
RECONSTRUCTION OF THE PISTOL RANGE AND THE CONSTRUCTION OF TRAINING FACILITIES AND OFFICES; ALLOWING FOR CONSTRUCTION OF PARKING; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 259-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 259-H entitled:

PROPOSED ORDINANCE NO. 259-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA CREATING A NEW SECTION 20-125, REGULATION OF E-CIGARETTES; PROHIBITING THE SALE OF NICOTINE PRODUCTS AND ELECTRONIC CIGARETTES TO MINORS; PROHIBITING SELF-SERVICE MERCHANDISING OF LIQUID NICOTINE, TOBACCO PRODUCTS AND ELECTRONIC CIGARETTES; PROHIBITING THE USE OF E-CIGARETTES WITHIN AN ENCLOSED INDOOR WORKPLACE; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with second reading and second public hearings, the Clerk read the title of proposed Ordinance 256-H. Derek Kilborn, Urban Planning and Historic Preservation Manager gave a presentation to Council regarding the proposed Ordinance. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Steve Diebenow, spoke in opposition to the proposed Ordinance.
2. Jake Cremer, spoke in opposition to the proposed Ordinance.
3. Ron Oehl, spoke in opposition to the proposed Ordinance.
4. Mike Milvain, 4340 46th Street South, spoke in support of the proposed Ordinance.
5. Keri Melshenker, 4601 34th Street South, spoke in support of the proposed Ordinance.

The following person(s) were present, but did not wish to speak.
1. Jack Dougherty, 4601 34th Street South, was in support of the proposed Ordinance.
2. Beth Connor, was in opposition to the proposed Ordinance.

Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 256-H entitled:

PROPOSED ORDINANCE NO. 256-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING THE CITY CODE; CHANGING THE USE MATRIX RELATING TO PERMITTED USES; AMENDING USE SPECIFIC DEVELOPMENT STANDARDS FOR "STORAGE, SELF"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on final reading.


The Clerk administered the oath to those present wishing to present testimony in connection with the quasi-judicial proceedings. Councilmember Nurse recused himself from the discussion and vote due to a potential conflict.

The Chair reviewed Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinance 102-HL. A presentation was made by Laura Duvekot, Historic Preservationist II regarding City File HPC 16-90300005. A presentation was also made by applicants Peter Belmont and Emily Elwyn, St. Petersburg Preservation regarding City File 16-90300005. Chair Rice asked if there were any persons present wishing to be heard, the following person(s) came forward:

1. Howard Hansen, 3810 20th Avenue North, spoke in support of the proposed Ordinance.
2. Dan Harvey, 1425 Central Avenue, spoke in opposition to the proposed Ordinance.

The following person(s) were present, but did not wish to speak:

1. Sally Ann Lawson, 435 5th Avenue North, was in support of the proposed Ordinance.
2. Beth Connor, was in support of the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 102-HL, entitled:
PROPOSED ORDINANCE NO. 102-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE JOHN L. AND VIRGINIA BURNSIDE HOUSE (LOCATED AT 136 FIFTH AVENUE NORTH) AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

be adopted on final reading.


Chair Rice recessed the meeting at 10:23 p.m. for a short break.

Chair Rice reconvened the meeting at 10:32 p.m.

In connection with reports, Joe Zeoli, Community Development Administration Managing Director gave a presentation to Council regarding a License Agreement with the Lynx Educational Foundation, Inc. for the docking and operation of the Tall Ship Lynx. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolutions be adopted:

2017-97 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND THE LYNX EDUCATIONAL FOUNDATION, INC., A CALIFORNIA NOT-FOR-PROFIT CORPORATION, FOR THE DOCKING AND OPERATION OF THE TALL SHIP LYNX IN THE NORTH YACHT BASIN FOR A TERM NOT TO EXCEED FIVE (5) YEARS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE. (Requires an affirmative vote of at least six (6) members of City Council.)


In connection with reports, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Kornell that the following resolution be adopted:
2017-98  A RESOLUTION REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA INVESTIGATE THE VIABILITY AND DESIRABILITY OF ENACTING A COUNTY-WIDE INCLUSIONARY ZONING ORDINANCE, SUBJECT TO OPT OUT PROVISIONS FOR CITIES; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Claude Tankersley, Public Works Administrator gave a presentation to Council regarding the Sewer Report. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Wheeler-Bowman moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-99  A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO YOUNQUIST BROTHERS, INC. TO DRILL AND CONSTRUCT ONE NEW INJECTION WELL (IW-4) ON THE NORTHEAST SIDE OF THE SOUTHWEST WATER RECLAMATION FACILITY IN AN AMOUNT NOT TO EXCEED $1,840,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2017-100  A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND LAYNE INLINER, LLC DATED MAY 28, 2015 (AS AMENDED) TO EXTEND THE TERM FOR AN ADDITIONAL ONE YEAR PERIOD AND TO INCREASE THE CONTRACT PRICE IN AN AMOUNT NOT TO EXCEED $1,000,000 FOR A TOTAL CONTRACT PRICE NOT TO EXCEED $5,220,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Foster that the following resolution be adopted:
A RESOLUTION APPROVING THE AMENDED AND RESTATED ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND BROWN AND CALDWELL (CORPORATION) ("A/E") TO REVISE AND EXPAND THE SCOPE OF SERVICES, INCREASE THE FEES AND COSTS OWED TO THE A/E IN AN AMOUNT NOT TO EXCEED $2,790,031 (FOR A TOTAL CONTRACT PRICE NOT TO EXCEED $3,540,031), AND MODIFY OTHER PROVISIONS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AMENDED AND RESTATED ARCHITECT/ENGINEERING AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDED AND RESTATED AGREEMENT; RESCINDING AN APPROPRIATION IN THE AMOUNT OF $506,647 IN THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) FROM THE COS OPTIMIZATION CONSTRUCTION FY17 PROJECT (15783); APPROVING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF $506,647 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) RESULTING FROM THE ABOVE RESCISSION TO THE WRF SW CAPACITY UPGRADES PROJECT (15965) AND IN THE AMOUNT OF $1,995,334 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) TO THE WRF SW CAPACITY UPGRADES PROJECT (15965); AND PROVIDING AN EFFECTIVE DATE.

In connection with the agenda, Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council suspend the City Council rule to not take up new items after 11 p.m.

In connection with a new business item presented by Chair Darden Rice, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

A RESOLUTION APPOINTING JOSHUA SHULMAN TO THE GOVERNING BOARD OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.
In connection with the Public Services and Infrastructure Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-103 A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA, EXPRESSING SUPPORT FOR THE ESTABLISHMENT OF A VETERANS MEMORIAL AT DELL HOLMES PARK; AND PROVIDING AN EFFECTIVE DATE.
CONSENT AGENDA
COUNCIL MEETING
CITY OF ST. PETERSBURG

Consen Agenda A
February 16, 2017

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

1. Accepting the bid from Youngquist Brothers, Inc., in the amount of $1,840,000 for the SWWRF Reclaimed Water & Injection Well Improvements Project (Engineering/CID Project No. 16110-111; Oracle No. 15838); and providing an effective date. [MOVED TO REPORTS AS E-3(a)]
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

1. Resolution approving the plat of Gables on 7th, generally located on the north side of 7th Avenue Northeast between Bay Street Northeast and Oak Street Northeast; setting forth conditions for approval; and providing an effective date. (City File 16-20000001)

2. Resolution approving the plat of Sanderlings Townhomes, generally located on the south side of 11th Avenue Northeast between Locust Street Northeast and Cherry Street Northeast; setting forth conditions for approval; and providing an effective date. (City File 16-20000003)

3. Resolution authorizing the Mayor or his designee to execute Amendment 1 to Task Order No. 12-09-KHAT/T to the Architect/Engineering Agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in the amount of $25,000 for professional planning services to refine concepts for the St Pete Innovation District streetscape and connectivity plan.

4. Authorizing the Mayor, or his Designee, to execute a four (4) month License Agreement with the National Caravan Stage Company, Inc., a Florida not-for-profit organization ("Caravan"), to utilize certain City-owned submerged lands in the westerly basin of Bayboro Harbor and a portion of Poynter Park for anchoring the Caravan Theater Tall Ship, Amara Zee, for a nominal fee of $10.00 for the entire term, to allow for the production, rehearsal and presentation of free theatrical performances open to the public. (Requires affirmative vote of at least six (6) members of City Council.)

5. Authorizing the Mayor, or his Designee, to execute a one (1) year Lease Agreement with St. Petersburg Neighborhood Housing Services, Inc. ("SPNHS"), a Florida not-for-profit corporation, for the use of ±800 sq. ft. of space within SPNHS's Home Ownership Center, located at 1600 Dr. Martin Luther King, Jr. Street South, St. Petersburg, for the purpose of relocating the Bartlett Park Community Resource Center.

6. Approving an amendment to the contract between the City of St. Petersburg, Florida and C-Squared Certified General Contractor, Inc. to extend the term and increase the contract price in an amount not to exceed $70,000 for a total contract price not to exceed $242,802.40; authorizing the Mayor or his designee to execute all documents necessary
to effectuate this transaction; and providing an effective date. (Engineering Project No. 17068-112; Oracle No. 15649)

7. A resolution acknowledging the selection of H.W. Lochner, Inc.; KCCS, Inc.; and Tierra, Inc. to provide miscellaneous Construction Engineering and Inspection (“CEI”) services on a continuing basis for the City of St. Petersburg (“City”); authorizing the Mayor or his designee to execute the City’s standard form architect/engineering agreement.

8. Approving Task Order 16-02 MC-W with McKim & Creed for the FY18 Stormwater Utility Rate Study in an amount not to exceed $99,870.

9. Approving Task Order 16-01 MC-W with McKim & Creed for the FY18 Water Resources Utility Rate Study in an amount not to exceed $89,320.

10. Confirmation of Dr. Ricardo Davis Reappointment of to the South St. Petersburg CRA Citizen Advisory Committee. [NUMBER AND RESOLUTION OMITTED].

11. City Council minutes of January 5, January 12, and January 19, 2017 City Council meetings.

12. Approving the purchase of a replacement sewer cleaning truck from Sun State International Trucks LLC for the Fleet Management Department, at a total cost of $198,663.

13. Approving the purchase of one replacement ambulance from Hall-Mark RTC for the Fire Rescue Department, at a total cost of $187,570.

14. Accepting a proposal from Tom Evans Environmental, Inc., a sole source provider, for two replacement distribution pumps for the Water Resources Department at a total cost of $150,000.

15. Accepting the bid from Riley Electric Co., Inc., in the amount of $98,015.68, for the Mirror Lake Shuffleboard Courts’ Lighting FY15 (Engineering/CID Project No. 15215-117; Oracle No. 14646); and providing an effective date.

16. Approving an increase to the allocation for neighborhood identity signs for Historic Uptown to Creative Sign Designs, LLC, a sole source supplier, for the Community Services Department, in the amount of $48,900, for a total contract amount of $82,182.

17. Approving the donation of four 2011 Ford Interceptor vehicles valued at approximately $6,000 to St. Petersburg College – Allstate Center (SPC).

18. Declaring Environmental Systems Research Institute Incorporated (ESRI) to be a sole source supplier for GIS software and support for the Police Department; accepting the proposal and approving a three year agreement (blanket agreement) with Environmental Systems Research Institute Incorporated (ESRI) for GIS software and support for the Police Department at an estimated annual cost not to exceed $132,950 for a total three-year contract amount not to exceed $398,850, and providing an effective date.
19. Awarding a contract to Niche Video Products, Inc., for media asset management equipment and software for St. Pete TV at a total cost of $66,861.

20. A resolution requesting that the Board of County Commissioners of Pinellas County, Florida investigate the viability and desirability of enacting a county-wide inclusionary zoning ordinance, subject to opt-out provisions for cities. [MOVED TO REPORTS AS E-6]

There being no further business, Chair Rice adjourned the meeting at 11:31 p.m.

Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution rescinding $60,000 of the previously appropriated funding in the City Facilities Capital Improvement Fund (3031), Infrastructure to be Determined project (15675) ("Rescission") and approving a supplemental appropriation in the amount of $60,000 from the increase in the unappropriated balance of the Capital Improvement Fund (3031) resulting from the Rescission to the K-9 Compound project (TBD); and providing an effective date.

EXPLANATION: Administration requests a transfer of appropriations in the amount of $60,000 from the previously appropriated funding in the City Facilities Capital Improvement Fund (3031), Infrastructure to be Determined project (15675) to the K-9 Compound project (TBD). The funds appropriated in the K-9 project will be used to effectuate required repairs, improvements and deferred maintenance to the K-9 Compound facilities. These repairs and improvements have been deemed necessary by veterinary services to immediately address health and welfare concerns for our K-9s and their handlers. Due to a lack of sanitary drains, unimproved sanitary connections and multiple deferred maintenance concerns, (to include leaking ceilings, ducting failures, concrete repair and sealing), the kennel facilities have been determined to be the source of health challenges experienced by multiple K-9s to include K-9s from other jurisdictions who use our facilities for training. Immediate attention is required for the wellbeing of our K-9s and K-9 Officers.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution rescinding $60,000 of the previously appropriated funding in the City Facilities Capital Improvement Fund (3031), Infrastructure to be Determined project (15675) ("Rescission") and approving a supplemental appropriation in the amount of $60,000 from the increase in the unappropriated balance of the Capital Improvement Fund (3031) resulting from the Rescission to the K-9 Compound project (TBD); and providing an effective date.

COST/FUNDING INFORMATION: Funds will be available after a rescission of $60,000 of the previously appropriated funding in the City Facilities Capital Improvement Fund (3031), Infrastructure to be Determined project (15675) ("Rescission") and a supplemental appropriation in the amount of $60,000 from the increase in the unappropriated balance of the Capital Facilities Capital Improvement Fund (3031) resulting from the Rescission to the K-9 Compound project (TBD).

Approvals:
Legal: [Signature]
Administration: [Signature]
Budget: [Signature]
Resolution No. 2017-_______

A RESOLUTION RESCINDING $60,000 OF THE PREVIOUSLY APPROPRIATED FUNDING IN THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031), INFRASTRUCTURE TO BE DETERMINED PROJECT (15675) ("RESCISSION") AND APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $60,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE CAPITAL IMPROVEMENT FUND (3031) RESULTING FROM THE RESCISSION TO THE K-9 COMPOUND PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Administration has requested transfer of appropriations in the amount of $60,000 from the previously appropriated funding in the City Facilities Capital Improvement Fund (3031), Infrastructure to be Determined project (15675) to the K-9 Compound project (TBD); and

WHEREAS, the funds appropriated to the K-9 Compound project (TBD) will be used to effectuate required repairs, improvements and deferred maintenance to the K-9 Compound facilities.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that $60,000 of the previously appropriated funding in the City Facilities Capital Improvement Fund (3031), Infrastructure To Be Determined Project (15675) is hereby rescinded; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the City Facilities Capital Improvement Fund (3031) resulting from the rescission, the following supplemental appropriation for fiscal year 2017:

City Facilities Capital Improvement Fund (3031)  
K-9 Compound project (TBD)  
$60,000;

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: 
Administration:  
Budget:

Legal: 00311858.doc V.2
MEMORANDUM

TO: The Honorable Darden Rice, Chair, and Members of City Council
FROM: Jacqueline Kovilaritch, City Attorney
DATE: March 3, 2017
RE: Resolution Amending City Council Policy and Procedures Manual

Pursuant to City Council’s request, attached is a resolution amending City Council’s Policy and Procedures Manual to add a subsection related to information required to be included in agenda packets for certain agreements and task orders (language previously approved during the March 2nd City Council meeting with a non-substantive clarification related to task order amendments), modify the name and duties of the Co-sponsored Events Committee and revise the number of members on City Council committees so that all committees have four members.

Please let me know if you have any questions or would like to discuss any of these proposed amendments further.

Attachment
A RESOLUTION APPROVING AN AMENDMENT TO THE CITY COUNCIL POLICY AND PROCEDURES MANUAL TO ADD A SUBSECTION REQUIRING INFORMATION TO BE INCLUDED IN AGENDA PACKETS FOR CERTAIN AGREEMENTS AND TASK ORDERS; MODIFYING THE NAME AND DUTIES OF THE CO-SPONSORED EVENTS COMMITTEE; REVISIGN THE NUMBER OF MEMBERS ON CITY COUNCIL COMMITTEES SO THAT ALL COMMITTEES HAVE FOUR (4) MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council previously adopted the City Council Policy and Procedures Manual ("Manual"); and

WHEREAS, the Manual provides that City Council shall have the authority to amend or modify the policies and procedures established in the Manual by resolution unless the policy or procedure is required by law or the Charter; and

WHEREAS, City Council wishes to amend the Manual to add a subsection requiring information to be included in agenda packets for certain agreements and task orders, modify the name and duties of the Co-sponsored Events Committee and revise the number of members on City Council committees so that all committees have four members.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City Council Policy and Procedures Manual is hereby amended as follows:

1. Add a new Subsection F. to Chapter 3, Section I. of the Manual, as attached hereto.

2. Delete the current language in Chapter 7, Section I.A.5. of the Manual and replace it with the following:

5. Co-sponsored and Special Events (4 members)

a. Generally reviews applications for co-sponsorship of events and changes to the co-sponsorship policies.

b. City Council has adopted resolutions governing the application process See Appendix: Consolidated Cosponsorship Guidelines

   Resolutions.

c. Generally reviews requests for proposals (RFPs) for special events and receives status reports from Administration during the RFP process; provides comments related to policy issues, goals and priorities associated with special events and desired terms and conditions.
3. Modify the Manual to establish that all City Council committees shall have four (4) members.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)
00311810
F. Information Required in Agenda Packets.

1. The following information must be included as part of the backup materials for all single project A/E agreements in excess of $100,000, construction agreements in excess of $100,000, continuing A/E agreements and resolutions acknowledging the ranking of firms prior to negotiating one of the foregoing agreements:
   a. Procurement method utilized (e.g., RFP, RFQ).
   b. Summary of the reason(s) for selecting the firm.
   c. Summary of transactions listing the current work being performed by the firm for the City and associated cost of such work.
   d. Copy of minutes of all selection committee meetings.
      Administration has stated that such minutes shall include (at a minimum): (i) names of all firms who submitted proposals or statements of qualifications, names of all short-listed firms, and numerical rankings, (ii) evaluation criteria, and (iii) dates of selection committee meetings.
   e. To the extent such information is provided by the firm pursuant to the procurement process or otherwise discovered as part of the procurement process: (i) litigation involving the firm, (ii) any failure of the firm to pay contractors for work performed, (iii) any wage theft complaints filed against the firm, and/or (iv) any failure of the firm to comply with applicable laws or licensing/permit requirements.
   f. Any protests/disputes received.

2. The following information must be included as part of the backup materials for task orders and task order amendments issued under a continuing A/E agreement (if the task order as amended exceeds $50,000 and requires City Council approval):
   a. Summary of the reason(s) for issuing the task order/task order amendment to the firm (i.e., why the firm being issued the task order/task order amendment is preferable for the specified services compared to other firms with continuing A/E agreements).
   b. Summary of transactions listing the current work being performed by the firm for the City and associated cost of such work.
ST. PETERSBURG CITY COUNCIL

Consent Agenda
Meeting of March 16, 2017

TO: City Council Chair & Members of City Council

SUBJECT: Approving precinct polling locations for the May 2, 2017 City of St. Petersburg Special Election Referendum.

EXPLANATION:

In accordance with St. Petersburg City Code Section 10-41, City Council shall, at least 30 days prior to any election, by resolution, designate polling places for the precincts.

Our agreement with the Pinellas County Supervisor of Elections stipulates that the Supervisor will contract for the precinct polling locations. Wherever possible the Supervisor uses the same polling locations used for other elections. Where a change of polling location is required, the Supervisor will provide the names and addresses of the affected voters to the vendor and the City Clerk will make all necessary arrangements with the vendor to notify the electors in the appropriate precincts.

Attached is the list of polling locations prepared by the Supervisor of Elections. It is recommended that Council approve the list as presented.

COST/FUNDING INFORMATION:

Funds for polling location rentals have been previously appropriated in the General Fund (0001), City Clerk Department (210), City Clerk Administration Division (1725)

ATTACHMENTS: List of Recommended Polling Locations, Resolution.

APPROVALS:

Administrative

Budget
A RESOLUTION APPROVING POLLING LOCATIONS FOR THE MAY 2, 2017 CITY OF ST. PETERSBURG SPECIAL ELECTION REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with St. Petersburg City Code Section 10-41, City Council shall, at least 30 days prior to any election, by resolution, designate polling places for the precincts.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby approves the polling locations for the May 2, 2017 City of St. Petersburg Special Election Referendum, as indicated on the attached list.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signatures]

Administration:

Legal:
# Polling Place List

**St. Petersburg Special Election Referendum**

**May 2, 2017**

93 Precincts  
60 Polling Locations (40 Single, 20 Combined)  
(# indicates no registered voters in precinct)

<table>
<thead>
<tr>
<th>PCT #</th>
<th>Polling Place</th>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>Pinellas Community Church (<strong>Combined</strong>)</td>
<td>5501 31 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Westminster Suncoast (<strong>Single</strong>)</td>
<td>1095 Pinellas Point Dr. S.</td>
<td>SP</td>
</tr>
<tr>
<td>102</td>
<td>Lakewood United Methodist Church (<strong>Combined</strong>)</td>
<td>5995 ML King Jr. St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>103</td>
<td>Entrance off of Pinellas Point Dr. S. between 16 St. S. &amp; 9 St. S.</td>
<td>5995 ML King Jr. St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>104</td>
<td>Lake Vista Recreation Center (<strong>Combined</strong>)</td>
<td>1401 62 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>105</td>
<td>Northeast side of 62 Ave. S. &amp; 16 St. S. - south of Lakewood High School</td>
<td>1401 62 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>106</td>
<td>Bay Vista Center (<strong>Single</strong>)</td>
<td>7000 4 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>107</td>
<td>Pinellas Community Church (<strong>Combined</strong>)</td>
<td>5501 31 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>103</td>
<td>Coquina Key Neighborhood Association (<strong>Single</strong>)</td>
<td>3850 Pompano Dr. SE</td>
<td>SP</td>
</tr>
<tr>
<td>109</td>
<td>Lake Vista Recreation Center (<strong>Combined</strong>)</td>
<td>1401 62 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>110</td>
<td>Bethel Metropolitan Baptist Church (<strong>Combined</strong>)</td>
<td>3455 26 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>111</td>
<td>Bethel Metropolitan Baptist Church (<strong>Combined</strong>)</td>
<td>3455 26 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>112</td>
<td>St. Petersburg City Theatre (<strong>Single</strong>)</td>
<td>4025 31 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>113</td>
<td>Christ Gospel Church (<strong>Single</strong>)</td>
<td>2512 22 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>114</td>
<td>New Hope Baptist Church (<strong>Single</strong>)</td>
<td>2120 19 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>115</td>
<td>Lakeview Presbyterian Church (<strong>Single</strong>)</td>
<td>1310 22 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>116</td>
<td>Frank Pierce Recreation Center (<strong>Single</strong>)</td>
<td>2000 7 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>117</td>
<td>Mt. Zion AME Church (<strong>Combined</strong>)</td>
<td>1045 16 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>118</td>
<td>St. Petersburg Religious Society of Friends (<strong>Single</strong>)</td>
<td>130 19 Ave. SE</td>
<td>SP</td>
</tr>
<tr>
<td>119</td>
<td>Mt. Zion AME Church (<strong>Combined</strong>)</td>
<td>1045 16 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>PCT #</td>
<td>POLLING PLACE</td>
<td>ADDRESS</td>
<td>CITY</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------------------------------</td>
<td>-------------</td>
<td>------</td>
</tr>
<tr>
<td>120</td>
<td>Thomas &quot;Jet&quot; Jackson Recreation Center <em>(Single)</em></td>
<td>1000 28 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>East side of 28 St. S. &amp; 10 Ave. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>121</td>
<td>Dwight H. Jones Neighborhood Center <em>(Combined)</em></td>
<td>1035 Burlington Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>North side of Burlington Ave. N. - between 10 St. N. &amp; 12 Ln. N.</td>
<td></td>
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</tr>
<tr>
<td>122</td>
<td>Coliseum <em>(Combined)</em></td>
<td>535 4 Ave. N.</td>
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<tr>
<td></td>
<td>North side of 4 Ave. N. - across from Shuffleboard Courts</td>
<td></td>
<td></td>
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<tr>
<td>123</td>
<td>Coliseum <em>(Combined)</em></td>
<td>535 4 Ave. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>North side of 4 Ave. N. - across from Shuffleboard Courts</td>
<td></td>
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<tr>
<td>125</td>
<td>Peterborough Apartments <em>(Single)</em></td>
<td>440 4 Ave. N.</td>
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<tr>
<td></td>
<td>Southeast corner of 4 Ave. N. &amp; 5 St. N. - across from Sunshine Center</td>
<td></td>
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<tr>
<td>126</td>
<td>Dwight H. Jones Neighborhood Center <em>(Combined)</em></td>
<td>1035 Burlington Ave. N.</td>
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<tr>
<td></td>
<td>North side of Burlington Ave. N. - between 10 St. N. &amp; 12 Ln. N.</td>
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<tr>
<td>127</td>
<td>Florida Print Solutions Inc. <em>(Combined)</em></td>
<td>432 31 St. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>West side of 31 St. N. - south of 5 Ave. N. - in Marketing Suite</td>
<td></td>
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</tr>
<tr>
<td>128</td>
<td>Florida Print Solutions Inc. <em>(Combined)</em></td>
<td>432 31 St. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>West side of 31 St. N. - south of 5 Ave. N. - in Marketing Suite</td>
<td></td>
<td></td>
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<tr>
<td>129</td>
<td>Coliseum <em>(Combined)</em></td>
<td>535 4 Ave. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>North side of 4 Ave. N. - across from Shuffleboard Courts</td>
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</tr>
<tr>
<td>130</td>
<td>Coliseum <em>(Combined)</em></td>
<td>535 4 Ave. N.</td>
<td>SP</td>
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<td></td>
<td>North side of 4 Ave. N. - across from Shuffleboard Courts</td>
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<tr>
<td>131</td>
<td>30th Avenue Baptist Church <em>(Single)</em></td>
<td>3241 30 Ave. N.</td>
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<td>North side of 30 Ave. N. - enter from 33 St. N.</td>
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<td>132</td>
<td>Faith Assembly <em>(Single)</em></td>
<td>3900 28 St. N.</td>
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<td>Northwest corner of 39 Ave. N. &amp; 28 St. N.</td>
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<td>133</td>
<td>St. Bede's Episcopal Church <em>(Single)</em></td>
<td>2500 18 St. N.</td>
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<td>Southwest corner of 16 St. N. &amp; 26 Ave. N.</td>
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<td>134</td>
<td>Sunken Gardens <em>(Combined)</em></td>
<td>1825 4 St. N.</td>
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<td></td>
<td>East side of 4 St. N. - south of 20 Ave. N.</td>
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<tr>
<td>135</td>
<td>Coliseum <em>(Combined)</em></td>
<td>535 4 Ave. N.</td>
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<td>North side of 4 Ave. N. - across from Shuffleboard Courts</td>
<td></td>
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<tr>
<td>136</td>
<td>American Baptist Church of the Beatitudes <em>(Single)</em></td>
<td>2812 8 St. N.</td>
<td>SP</td>
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<td></td>
<td>West side of 8 St. N. - between 28 Ave. N. &amp; 29 Ave. N. - park in rear of church</td>
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<tr>
<td>137</td>
<td>Northside Lodge <em>(Single)</em></td>
<td>3325 1 St. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southeast corner of 34 Ave. and 1 St. NE - adjacent to Masonic Home of Florida</td>
<td></td>
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<tr>
<td>138</td>
<td>St. Petersburg Women's Club <em>(Single)</em></td>
<td>40 Snell Isle Blvd. NE</td>
<td>SP</td>
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<tr>
<td></td>
<td>From Snell Isle Blvd. turn on Coffee Pot Riviera NE</td>
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<tr>
<td>139</td>
<td>Roberts Recreation Center <em>(Combined)</em></td>
<td>1246 50 Ave. N.</td>
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<tr>
<td></td>
<td>Southwest corner of 50 Ave. N. &amp; 12 St. N.</td>
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<td></td>
</tr>
<tr>
<td>140</td>
<td>Roberts Recreation Center <em>(Combined)</em></td>
<td>1246 50 Ave. N.</td>
<td>SP</td>
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<td></td>
<td>Southwest corner of 50 Ave. N. &amp; 12 St. N.</td>
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<tr>
<td>141</td>
<td>Woodlawn Presbyterian Church <em>(Single)</em></td>
<td>2612 12 St. N.</td>
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<td>Northwest corner of 12 St. N. &amp; 26 Ave. N.</td>
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<td>142</td>
<td>Sunken Gardens <em>(Combined)</em></td>
<td>1823 4 St. N.</td>
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<td>East side of 4 St. N. - south of 20 Ave. N.</td>
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<td>143</td>
<td>Lutheran Church of the Cross <em>(Single)</em></td>
<td>4545 Chancellor St. NE</td>
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<td></td>
<td>Corner of Chancellor St. NE &amp; Overlook Dr. NE</td>
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<tr>
<td>PCT.#</td>
<td>POLLING PLACE</td>
<td>ADDRESS</td>
<td>CITY</td>
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<tr>
<td>144</td>
<td>Northeast Presbyterian Church (Single) West side of Shore Acres Blvd. NE - between 40 Ave. NE &amp; 46 Ave. NE - north of Shore Acres Recreation Center</td>
<td>4400 Shore Acres Blvd. NE</td>
<td>SP</td>
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<tr>
<td>145</td>
<td>Faith Covenant Church (Combined) Southeast corner of 62 Ave. NE &amp; 1 St. NE</td>
<td>150 62 Ave. NE</td>
<td>SP</td>
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<tr>
<td>146</td>
<td>Faith Covenant Church (Combined) Southeast corner of 62 Ave. NE &amp; 1 St. NE</td>
<td>150 62 Ave. NE</td>
<td>SP</td>
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<tr>
<td>147</td>
<td>Riviera United Methodist Church (Single) Northwest corner of 62 Ave. N. &amp; 1 St. N.</td>
<td>175 62 Ave. N.</td>
<td>SP</td>
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<tr>
<td>150</td>
<td>Town Apartments North (Single) South of 62 Ave. N. - in Recreation Hall</td>
<td>1900 61 Ave. N.</td>
<td>SP</td>
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<tr>
<td>151</td>
<td>North Branch Library (Single) East side of ML King Jr. St. N. - next to Fire Station</td>
<td>861 70 Ave. N.</td>
<td>SP</td>
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<tr>
<td>152</td>
<td>Willis S. Johns Recreation Center (Single) East side of ML King Jr. St. N. - south of Fire Station</td>
<td>6635 ML King Jr. St. N.</td>
<td>SP</td>
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<tr>
<td>153</td>
<td>Americana Cove (Single) East side of 1 St. NE &amp; 72 Ave. NE</td>
<td>7201 1 St. NE</td>
<td>SP</td>
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<tr>
<td>154</td>
<td>First Church of Christ, Scientist (Single) East side of 1 St. NE - approx. one block north of 62 Ave. N.</td>
<td>6333 1 St. NE</td>
<td>SP</td>
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<tr>
<td>155</td>
<td>Epiphany of Our Lord Ukrainian Catholic Church (Single) South side of 90 Ave. N. - west of 4 St. N.</td>
<td>434 90 Ave. N.</td>
<td>SP</td>
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<tr>
<td>156</td>
<td>First Baptist Church of St. Petersburg (Combined) From Gandy Blvd. - take Frontage Rd. S. - go southwest to church</td>
<td>1900 Gandy Blvd.</td>
<td>SP</td>
</tr>
<tr>
<td>157</td>
<td>First Baptist Church of St. Petersburg (Combined) From Gandy Blvd. - take Frontage Rd. S. - go southwest to church</td>
<td>1900 Gandy Blvd.</td>
<td>SP</td>
</tr>
<tr>
<td>161</td>
<td>First Baptist Church of St. Petersburg (Combined) From Gandy Blvd. - take Frontage Rd. S. - go southwest to church</td>
<td>1900 Gandy Blvd.</td>
<td>SP</td>
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<tr>
<td>162</td>
<td>Pinewood Co-op, Inc. (Single) North side of Gandy Blvd. - across from Derby Lane</td>
<td>10441 Gandy Blvd.</td>
<td>SP</td>
</tr>
<tr>
<td>165</td>
<td>First Baptist Church of St. Petersburg (Combined) From Gandy Blvd. - take Frontage Rd. S. - go southwest to church</td>
<td>1900 Gandy Blvd.</td>
<td>SP</td>
</tr>
<tr>
<td>200</td>
<td>Island Chapel (Combined) East of Pinellas Bayway S. at 13 St. SE</td>
<td>1271 Pinellas Bayway S.</td>
<td>SP</td>
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<tr>
<td>201</td>
<td>Addington Place at College Harbor (Single) From 54 Ave. S. take Marina Bay entrance - make an immediate right on Harbor Way N. - on left</td>
<td>4600 54 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>202</td>
<td>Pinellas Community Church (Combined) West side of 31 St. S. - south of 54 Ave. S.</td>
<td>5501 31 St. S.</td>
<td>SP</td>
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<tr>
<td>203</td>
<td>Bethel Metropolitan Baptist Church (Combined) North side of 26 Ave. S. - west of 34 St. S.</td>
<td>3455 26 Ave. S.</td>
<td>SP</td>
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<tr>
<td>204</td>
<td>Bethel Metropolitan Baptist Church (Combined) North side of 26 Ave. S. - west of 34 St. S.</td>
<td>3455 26 Ave. S.</td>
<td>SP</td>
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<tr>
<td>205</td>
<td>Prayer Tower Church of God In Christ (Single) Southwest corner of 37 St. S. &amp; 11 Ave. S.</td>
<td>1137 37 St. S.</td>
<td>SP</td>
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<tr>
<td>211</td>
<td>Pasadena Community Church (Combined) 70 St. S. between 2 Ave. S. &amp; Villa Grande Ave. S. - in Life Enrichment Center</td>
<td>227 70 St. S.</td>
<td>SP</td>
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<tr>
<td>213</td>
<td>Unity of St. Petersburg (Combined) Southeast corner of 62 St. N. &amp; 1 Ave. N.</td>
<td>6168 1 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td>Address</td>
<td>Location</td>
<td>Code</td>
<td>Notes</td>
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<tr>
<td>Pasadena Community Church (Combined)</td>
<td>227 70 St. S.</td>
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<tr>
<td>70 St. S. between 2 Ave. S. &amp; Villa Grande Ave. S. - in Life Enrichment Center</td>
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<td></td>
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<tr>
<td>Pasadena Community Church (Combined)</td>
<td>227 70 St. S.</td>
<td>SP</td>
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<tr>
<td>70 St. S. between 2 Ave. S. &amp; Villa Grande Ave. S. - in Life Enrichment Center</td>
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<tr>
<td>Unity of St. Petersburg (Combined)</td>
<td>6168 1 Ave. N.</td>
<td>SP</td>
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<tr>
<td>Southeast corner of 62 St. N. &amp; 1 Ave. N.</td>
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<tr>
<td>Trinity United Church of Christ (LAO Ministry) (Combined)</td>
<td>1150 49 St. N.</td>
<td>SP</td>
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<tr>
<td>West side of 49 St. N. - north of 9 Ave. N. - parking on 12 Ave. N.</td>
<td></td>
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<tr>
<td>St. Luke's United Methodist Church (Combined)</td>
<td>4444 5 Ave. N.</td>
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<tr>
<td>South side of 5 Ave. N. - east of 49 St. N.</td>
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<tr>
<td>Trinity United Church of Christ (LAO Ministry) (Combined)</td>
<td>1150 49 St. N.</td>
<td>SP</td>
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<tr>
<td>West side of 49 St. N. - north of 9 Ave. N. - parking on 12 Ave. N.</td>
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<tr>
<td>Pasadena Community Church (Combined)</td>
<td>227 70 St. S.</td>
<td>SP</td>
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<tr>
<td>70 St. S. between 2 Ave. S. &amp; Villa Grande Ave. S. - in Life Enrichment Center</td>
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<tr>
<td>St. Luke's United Methodist Church (Combined)</td>
<td>4444 5 Ave. N.</td>
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<td>South side of 5 Ave. N. - east of 49 St. N.</td>
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<tr>
<td>Childs Park Recreation &amp; Fitness Center (Single)</td>
<td>4301 13 Ave. S.</td>
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<tr>
<td>St. Luke's United Methodist Church (Combined)</td>
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<td>South side of 5 Ave. N. - east of 49 St. N.</td>
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<tr>
<td>Galilee Missionary Baptist Church (Single)</td>
<td>505 35 St. S.</td>
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<td>Southwest corner of 35 St. S. &amp; 5 Ave. S.</td>
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<td>Fifth Avenue Church of Christ (Single)</td>
<td>4200 5 Ave. S.</td>
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<tr>
<td>Southeast corner of 5 Ave. S. &amp; 43 St. S.</td>
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<tr>
<td>St. Luke's United Methodist Church (Combined)</td>
<td>4444 5 Ave. N.</td>
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<tr>
<td>South side of 5 Ave. N. - east of 49 St. N.</td>
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<tr>
<td>St. Vincent's Episcopal Church (Single)</td>
<td>5441 9 Ave. N.</td>
<td>SP</td>
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<td>Northwest corner of 9 Ave. N. &amp; 54 St. N.</td>
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<tr>
<td>St. Stefanos Greek Orthodox Church (Combined)</td>
<td>3600 76 St. N.</td>
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<td>West side of 76 St. N. - south of 38 Ave. N.</td>
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<td>Cornerstone Community Church (Single)</td>
<td>6745 38 Ave. N.</td>
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<td>North side of 38 Ave. N. - between 66 St. N. &amp; 71 St. N.</td>
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<tr>
<td>Palm Lake Christian Church (Combined)</td>
<td>5401 22 Ave. N.</td>
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<tr>
<td>North side of 22 Ave. N. - east of 58 St. N.</td>
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<tr>
<td>Community Bible Baptist Church (Single)</td>
<td>3800 17 Ave. N.</td>
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<tr>
<td>Southwest corner of 17 Ave. N. &amp; 38 St. N.</td>
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<td>St. Petersburg Community Church (Combined)</td>
<td>4501 30 Ave. N.</td>
<td>SP</td>
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<td>Northwest corner of 30 Ave. N. &amp; 45 St. N.</td>
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<td>Azalea Baptist Church (Single)</td>
<td>7900 22 Ave. N.</td>
<td>SP</td>
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<td>Northwest corner of Country Club Rd. N. &amp; 79 St. N. - west of Azalea Middle School</td>
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<tr>
<td>Portuguese American Suncoast Association, Inc. (Single)</td>
<td>7808 46 Ave. N.</td>
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<td>South side of 46 Ave. N. between 76 St. N. &amp; 76 Ln. N.</td>
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<tr>
<td>Clearview Oaks (Single)</td>
<td>5700 40 Ave. N.</td>
<td>SP</td>
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<td>Southeast corner of 40 Ave. N. &amp; 58 St. N.</td>
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<tr>
<td>St. Petersburg Community Church (Combined)</td>
<td>4501 30 Ave. N.</td>
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<tr>
<td>Northwest corner of 30 Ave. N. &amp; 45 St. N.</td>
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<tr>
<td>PCT.#</td>
<td>POLLING PLACE</td>
<td>ADDRESS</td>
<td>CITY</td>
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<tr>
<td>240</td>
<td>St. Stefanos Greek Orthodox Church (Combined) West side of 76 St. N. and south of 38 Ave. N.</td>
<td>3600 76 St. N.</td>
<td>SP</td>
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<tr>
<td>241</td>
<td>Walter P. Fuller Recreation Center (Single) North side of 26 Ave. N. between 75 St. N. &amp; 80 St. N.</td>
<td>7891 26 Ave. N.</td>
<td>SP</td>
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<tr>
<td>243#</td>
<td>St. Petersburg Community Church (Combined) Northwest corner of 30 Ave. N. &amp; 45 St. N.</td>
<td>4501 30 Ave. N.</td>
<td>SP</td>
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<tr>
<td>275</td>
<td>Palm Lake Christian Church (Combined) North side of 22 Ave. N. and east of 58 St. N.</td>
<td>5401 22 Ave. N.</td>
<td>SP</td>
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<tr>
<td>401#</td>
<td>Island Chapel (Combined) East of Pinellas Bayway S. at 13 St. SE</td>
<td>1271 Pinellas Bayway S.</td>
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</table>
# Polling Place Change List
## May 2, 2017
### St. Petersburg Special Election Referendum

<table>
<thead>
<tr>
<th>PRECINCT #</th>
<th>FROM</th>
<th>TO</th>
<th>REASON</th>
</tr>
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<tbody>
<tr>
<td>127</td>
<td>King of Peace Metropolitan Community Church 3150 5 Ave. N. St. Petersburg</td>
<td>Florida Print Solutions, Inc. 535 4432 31 St. N. St. Petersburg</td>
<td>Non-Renewal of Contract</td>
</tr>
<tr>
<td>128</td>
<td>King of Peace Metropolitan Community Church 3150 5 Ave. N. St. Petersburg</td>
<td>Florida Print Solutions, Inc. 535 4432 31 St. N. St. Petersburg</td>
<td>Non-Renewal of Contract</td>
</tr>
<tr>
<td>129</td>
<td>King of Peace Metropolitan Community Church 3150 5 Ave. N. St. Petersburg</td>
<td>Coliseum 535 4 Ave. N. St. Petersburg</td>
<td>Non-Renewal of Contract</td>
</tr>
<tr>
<td>201</td>
<td>The Allegro at College Harbor 4600 54 Ave. S. St. Petersburg</td>
<td>Addington Place at College Harbor 4600 54 Ave. S. St. Petersburg</td>
<td>Name Change</td>
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<tr>
<td>220</td>
<td>Trinity United Church of Christ 1150 49 St. N. St. Petersburg</td>
<td>St. Luke’s United Methodist Church 4444 5 Ave. N. St. Petersburg</td>
<td>Redistricting</td>
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<tr>
<td>222</td>
<td>Pilgrim Congregational Church 6315 Central Ave. St. Petersburg</td>
<td>Pasadena Community Church 227 70 St. S. St. Petersburg</td>
<td>Non-Renewal of Contract</td>
</tr>
<tr>
<td>223</td>
<td>Trinity United Church of Christ 1150 49 St. N. St. Petersburg</td>
<td>St. Luke’s United Methodist Church 4444 5 Ave. N. St. Petersburg</td>
<td>Redistricting</td>
</tr>
<tr>
<td>234</td>
<td>Clearview United Methodist Church 4515 38 Ave. N. St. Petersburg</td>
<td>St. Petersburg Community Church 4501 30 Ave. N. St. Petersburg</td>
<td>Non-Renewal of Contract</td>
</tr>
<tr>
<td>243#</td>
<td>Clearview United Methodist Church 4515 38 Ave. N. St. Petersburg</td>
<td>St. Petersburg Community Church 4501 30 Ave. N. St. Petersburg</td>
<td>Non-Renewal of Contract</td>
</tr>
<tr>
<td>401#</td>
<td>Pass-A-Grille Beach Community Church 107 16 Ave. St. Petersburg Beach</td>
<td>Island Chapel 1271 Pinellas Bayway S. Tierra Verde</td>
<td>Municipal Election now held at Home Precinct</td>
</tr>
</tbody>
</table>

# Indicates no registered voters in precinct
A RESOLUTION OPPOSING SB 398, HB 483
AND SIMILAR LEGISLATION RELATING TO
ESTOPPEL CERTIFICATES; URGING THE
PINELLAS COUNTY DElegation TO
OPPOSE CERTAIN LEGISLATION;
INSTRUCTING THE CITY CLERK TO
TRANSMIT THIS RESOLUTION TO CERTAIN
PERSONS AND ENTITIES; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, when an ownership interest in a condominium unit, cooperative unit,
or homeowners' parcel is transferred, the new owner is jointly and severally liable with the
previous owner for unpaid assessments owed to a condominium, cooperative, or homeowners'
association, and unpaid assessments may become a lien on the property; and

WHEREAS, purchasers may request that the seller provide an estoppel certificate
from the condominium, cooperative, or homeowners' association to protect against undisclosed
financial obligations and to transfer title to the property free of any lien or encumbrance in favor
of the association; and

WHEREAS, an estoppel certificate certifies the amount of any total debt owed to
the association for unpaid monetary obligations by a unit owner as of a specified date; and

WHEREAS, SB 398 and HB 483 have been filed for consideration during the
2017 session of the Florida Legislation and propose to revise the requirements for estoppel
certificates; and

WHEREAS, SB 398 and HB 483 seek to unfairly shift more responsibility to
associations and change how estoppel fees are accounted for and paid; and

WHEREAS, SB 398 and HB 483 seek to mandate a thirty (30) day guarantee of
fixed estopped amounts, yet additional charges may accrue at any time, thereby unfairly shifting
the recent charges to the association for absorption; and

WHEREAS, SB 398 and HB 483 will unfairly shift the responsibility for
estopped costs for failed real estate purchase attempts from the estoppel requestor and their
agents to the association, which must then absorb expense for a voided transaction between
parties; and

WHEREAS, SB 398 and HB 483 require that an association designate on its
website a person or entity with a street or e-mail address for receipt of requests for estoppel
certificates even if the association does not maintain a website; and
WHEREAS, SB 398 and HB 483 propose to cap the fee that an association may charge for an estoppel certificate making the association responsible for fees in excess of the cap if the costs of preparing the estoppel certificate exceed the cap; and

WHEREAS, SB 398 and HB 483, while proposing to cap reimbursements, require expanded data elements in estoppel certificates, such as statements of pending legal actions affecting the property, which will necessitate much expanded research and costs to avoid legal liabilities; and

WHEREAS, SB 398 and HB 483 propose estoppel request timelines that will be difficult for small, home-owner managed associations to meet.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Pinellas County Delegation to oppose the advancement and passage of SB 398, HB 483 and any other similar legislation which would revise the requirements for estoppel certificates by unfairly shifting more responsibility to associations, making associations incur the cost of preparation of an estoppel certificate that exceeds the maximum charge allowed, and creating other obligations for associations, such as having to create a website to provide certain information if the association does not presently have a website.

BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Pinellas County Delegation.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)