



**City Council Meeting  
City of Belleair Beach, Florida**

**Monday, February 6, 2023  
Community Center, 6:00 PM**

**PUBLIC MEETING NOTICE  
AGENDA**

Call to Order  
Prayer of Invocation by Councilmember Frank Bankard  
Pledge of Allegiance  
Roll Call

1. Approval of Agenda.
2. Citizens Comments. (Each speaker will be recognized once and will be limited to a (3) three-minute presentation on any subject that is not on the Agenda)
3. Presentation: Pinellas County Sheriff's Office.
  - Law Enforcement monthly report
  - Code Enforcement monthly report
4. Presentation: Pinellas Suncoast Fire & Rescue District.
5. City Attorney Report.
6. City Manager Report.
7. City Clerk Report.

**Consent Agenda**

8. Approval of January 9, 2023, City Council Meeting Minutes.
9. Approval of January 23, 2023, City Council Work Session Minutes.

**Regular Agenda**

10. Consideration of Appointment of Board of Adjustment Alternate Member.
  - Marc Mariano
11. Consideration of Ordinance 23-01, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida; Amending Section 94-220 Pertaining To The Table Of Designated Living Areas And Housing Setbacks; Providing For Severability; And Providing For An Effective Date. (City Attorney Mora) (First Reading)
12. Authorization to Execute Continuing Contracts for Engineering Services. (City Manager Riefler)
  - Authorize the City Manager to execute contracts for engineering services
13. Consideration of Approval for a Budget Amendment to Increase the Stormwater System Account. (City Manager Riefler)
  - Project change orders
14. Unfinished Business.
15. City Council Comments.

**Adjournment**

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The law does not require the City Clerk to transcribe verbatim minutes, therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-595-4646 or fax a written request to 727-593-1409.

Patricia A. Gentry, CMC  
City Clerk

**Upcoming Meetings and Events**

as of February 6, 2023

**Park and Recreation Board Meeting**

Thursday, February 23, 2023  
2:00pm



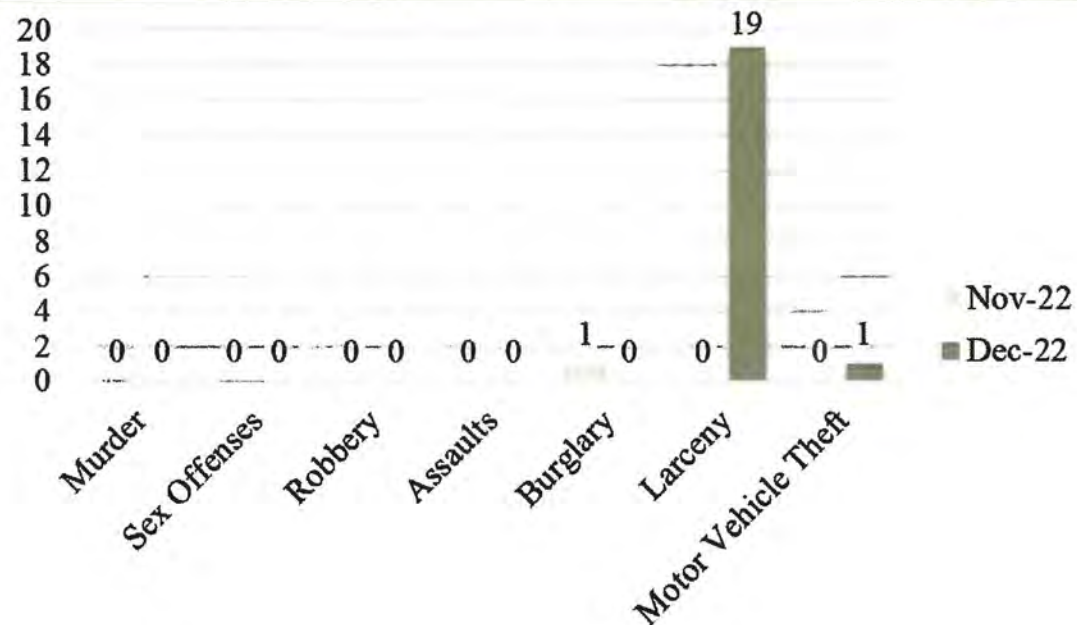
STRATEGIC PLANNING DIVISION

BELLEAIR BEACH MONTHLY ANALYSIS

Select UCR Property & Person Crimes

December 2022

Select UCR Property & Person Crimes	November 2022	December 2022	December 2021 YTD	December 2022 YTD
Murder	0	0	0	0
Sex Offenses	0	0	0	1
Robbery	0	0	0	0
Assaults	0	0	11	11
Burglary	1	0	3	4
Larceny	0	19	9	28
Motor Vehicle Theft	0	1	1	2
GRAND TOTAL	1	20	24	46



## Arrests

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### December 2022

There was a total of 4 people arrested in the City of Belleair Beach during the month of December 2022 resulting in the following charges:

ARREST TYPE & DESCRIPTION	TOTAL
<b>Traffic Misdemeanor</b>	<b>5</b>
Attach Tag Not Assigned	1
Driver's License Suspended/Revoked	2
DUI-Damage To Person/Property	1
No/Expired Tag	1
<b>Grand Total</b>	<b>5</b>

\*Information provided reflects the number of arrests (persons arrested) as well as the total charges associated with those arrests.



## Deputy Activity

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There was a total of **720** events in the City of Belleair Beach during the month of December resulting in **839** units responding.

The table below reflects the top twenty-five events to include both self-initiated and dispatched calls in the City of Belleair Beach for the month of December. *\*CAD data is filtered by problem type.*

### December 2022

DEPUTY ACTIVITY	TOTAL
Directed Patrol	247
Traffic Stop	134
House Check	60
Area Check	48
Contact	46
Vehicle Abandoned/Illegally Parked	25
Traffic Control	22
Ordinance Violation	20
Burglary-Not In Progress	17
Suspicious Person	13
Suspicious Vehicle	11
Assist Citizen	10
Information/Other	8
Traffic Violation	6
Supplement	6
911 Hang-up Or Open Line	6
Building Check Business	5
Assist Other Agency	4
Fraud/Forgery-Not In Progress	3
DUI	2
Transport Prisoner	2
Drug Call-In Progress	2
Animal Call	2
Lost/Found/Abandoned Property	2
Open Door/Window	2

## Crash & Citation Analysis

There was **1** crash in the City of Belleair Beach during December 2022. \*Crash data is filtered by disposition type and may include "accident and hit and run" problem types.

CRASH LOCATION	TOTAL
Gulf Blvd/7th St	1

Crashes by Day of the Week



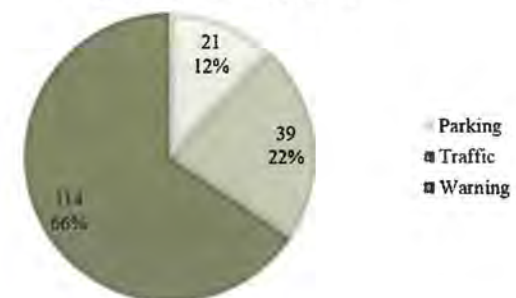
Crashes by Time of Day



There were a total of **174** citations and warnings issued in the City of Belleair Beach during December 2022.

TOP 10 TRAFFIC CITATION LOCATIONS	TOTAL
0 Belleair Beach Causeway	12
22nd St & Gulf Blvd	6
Gulf Blvd & Causeway Blvd	4
Gulf Blvd & 6th St	3
23rd St & Gulf Blvd	2
1st Ave & Gulf Blvd	2
Gulf Blvd & 15th St	2
3505 Gulf Blvd	1
Gulf Blvd & 13th St	1
Gulf Blvd & 3rd St	1

Citations and Warnings







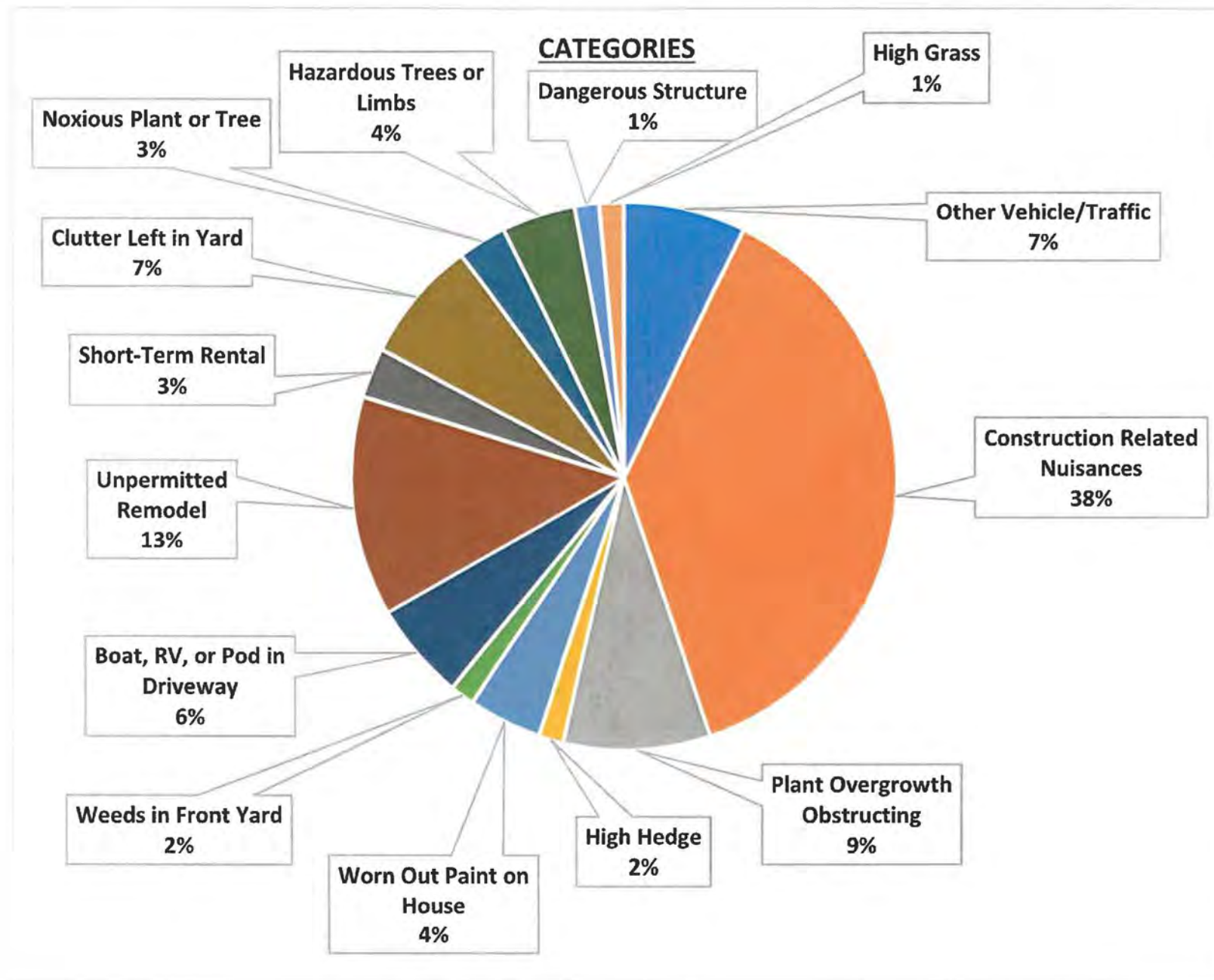
# MONTHLY CODE ENFORCEMENT REPORT

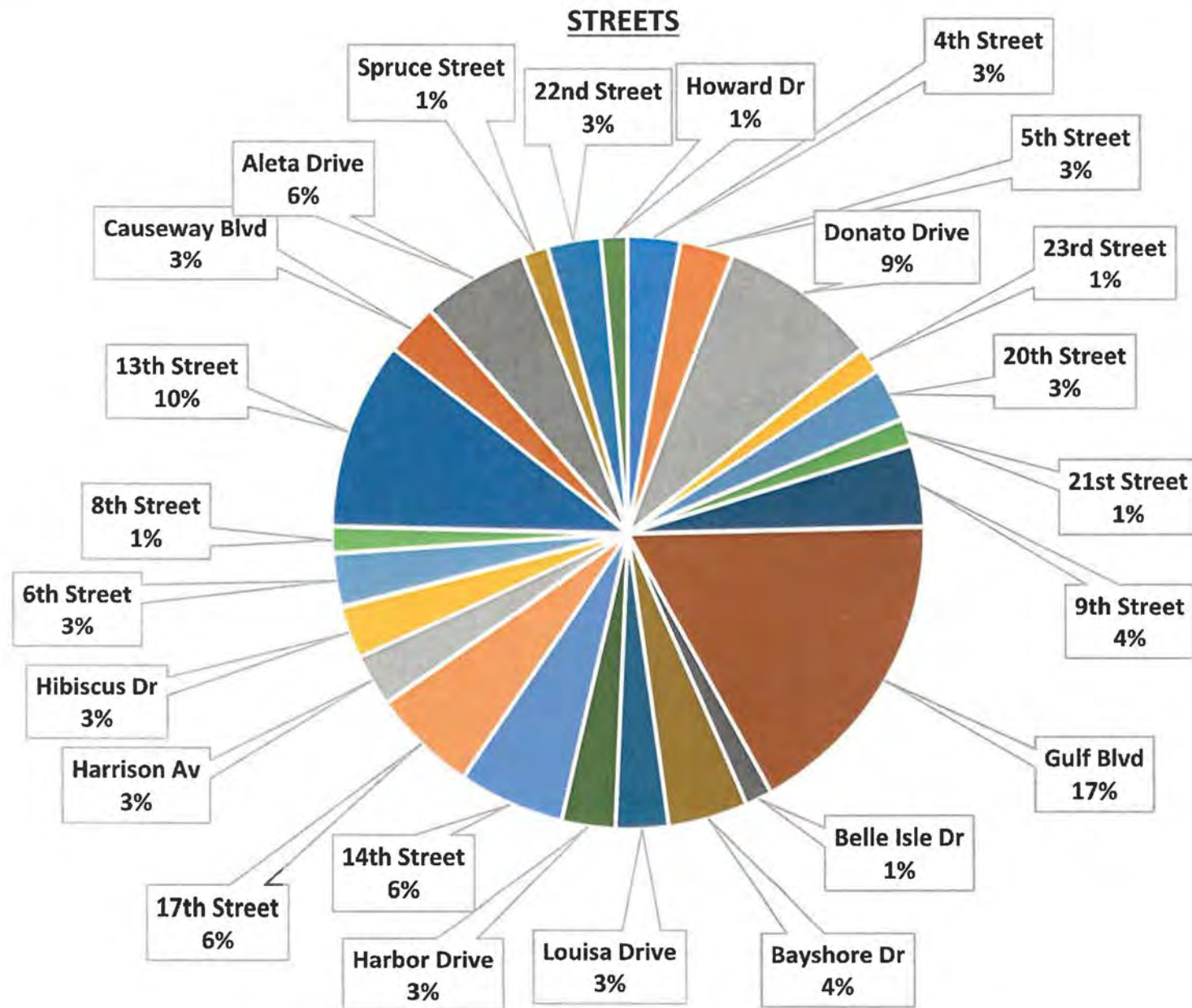
CATEGORY	Start DATE	Closed DATE	DAYS OPEN	#	STREET NAME	SOURCE	COMMENTS
Other Vehicle/Traffic	1/2/2023	1/9/2023	7	102	4th Street	On View	Unregistered Vehicle / 5 Day Notice
Construction Related Nuisance	1/2/2023	2/6/2023	35	103	5th Street	On View	Permit Status/ Work Civil Issue
Construction Related Nuisance	1/2/2023	1/5/2023	3	2222	Donato Drive	On View	Stop Work Order No Permit Window/Door Install
Construction Related Nuisance	1/2/2023	2/6/2023	35	111	23rd Street	Comp	Ref Remodel No Permit AOA City/County Buildin
Construction Related Nuisance	1/2/2023	2/6/2023	35	104	20th Street	On View	A/c Install No Permit/AOA City/County Building
Construction Related Nuisance	1/5/2023	1/5/2023	0	2222	Donato Drive	On View	Follow up Permit / in Process Case Closed.
Construction Related Nuisance	1/5/2023	1/5/2023	0	2216	Donato Drive	On View	Re-Roof Valid Permit / Case Closed
Plant Overgrowth Obstructing	1/5/2023	2/6/2023	32	107	21st Street	Comp	Ord 22-34 10-71 Photos to City Manager
High Hedge	1/5/2023	1/5/2023	0	115	9th Street	On View	Violation Corrected/Case Closed
Worn Out Paint on House	1/5/2023	1/9/2023	4	1041	Gulf Blvd	On View	Ord 10-81 Paint/ Will follow up in 15 Days
Construction Related Nuisance	1/6/2023	1/6/2023	0	103	5th Street	On View	Possible Civil Issue/ Case Closed
Worn Out Paint on House	1/6/2023	2/6/2023	31	412	Belle Isle Dr	On View	Photos Sent to City Hall/Case Pending
Weeds in Front Yard	1/6/2023	1/30/2023	24	2300	Bayshore Dr	On View	Ord 22-34 5 Day Notice
Boat, RV, or Pod in Driveway	1/6/2023	1/10/2023	4	2188	Louisa Drive	On View	Jet Ski in Driveway 5 Day Notice
Construction Related Nuisance	1/6/2023	1/6/2023	0	1405	Gulf Blvd	On View	Permit Check A/C Install Valid.
Other Vehicle/Traffic	1/9/2023	1/9/2023	0	102	4th Street	On View	Unregistered Vehicle /Corrected Case Closed
Other Vehicle/Traffic	1/9/2023	1/9/2023	0	509	Harbor Drive	On View	Road Obstruction
Worn Out Paint on House	1/9/2023	1/9/2023	0	1041	Gulf Blvd	On View	Violation Corrected/Case Closed
Unpermitted Remodel	1/9/2023	2/6/2023	28	114	14th Street	On View	Re-Model no permit / Stop Work Order
Construction Related Nuisance	1/9/2023	1/16/2023	7	104	17th Street	On View	Slit Fence / Violation Corrected
Construction Related Nuisance	1/10/2023	1/10/2023	0	700	Gulf Blvd	On View	Traffic Stop / Citation
Construction Related Nuisance	1/10/2023	2/6/2023	27	209	Harrison Av	On View	Letter Sent to Homeowner
Construction Related Nuisance	1/10/2023	1/10/2023	0	3220	Hibiscus Dr	On View	Permit Check Pavers
Boat, RV, or Pod in Driveway	1/10/2023	1/10/2023	0	2188	Louisa Drive	On View	Follow up Ord Violation / Corrected
Construction Related Nuisance	1/10/2023	1/10/2023	0	509	Harbor Drive	On View	Follow up / Corrected
Plant Overgrowth Obstructing	1/11/2023	2/6/2023	26	201	Gulf Blvd	On View	3rd Notice / Letter being Sent to Homeowner
Construction Related Nuisance	1/11/2023	1/26/2023	15	115	6th Street	On View	Stop Work Order No Permit DEMO
Construction Related Nuisance	1/11/2023	1/11/2023	0	111	8th Street	On View	Follow up No Permit / Corrected
Construction Related Nuisance	1/11/2023	2/6/2023	26	1105	Gulf Blvd	On View	Posted Notice reference to Violation
Short-Term Rental	1/11/2023	2/6/2023	26	109	13th Street	On View	Posted Notice reference to Violation
Unpermitted Remodel	1/16/2023	1/16/2023	0	113	13th Street	On View	Follow up Valid Permit / Case Closed
Plant Overgrowth Obstructing	1/16/2023	1/16/2023	0	104	17th Street	On View	Corrected Case Closed
Unpermitted Remodel	1/16/2023	1/17/2023	1	2222	Donato Drive	On View	Pool Resurface / No Permit Stop Work Order
Clutter Left in Yard	1/16/2023	2/6/2023	21	2720	Hibiscus Dr	On View	Follow up ref Ord 10-77 /Case Pending
Boat, RV, or Pod in Driveway	1/17/2023	1/24/2023	7	128	9th Street	On View	Trailer in driveway / 5 Day Notice
Clutter Left in Yard	1/17/2023	1/24/2023	7	107	Causeway Blvd	On View	Lawn /Weeds 5 Day Notice
Clutter Left in Yard	1/17/2023	2/6/2023	20	1105	Gulf Blvd	On View	5 Day Notice



CATEGORY	Start DATE	Closed DATE	DAYS OPEN	#	STREET NAME	SOURCE	COMMENTS
Unpermitted Remodel	1/17/2023	2/6/2023	20	2222	Donato Drive	On View	AOA PCBD/PCCLB
Construction Related Nuisance	1/17/2023	2/6/2023	20	127	Aleta Drive	On View	Follow up ref drainage /Letter to Home Owner
Other Vehicle/Traffic	1/17/2023	1/17/2023	0	127	Aleta Drive	Comp	Ref suspicious person/ No Issues
Other Vehicle/Traffic	1/17/2023	1/17/2023	0	15th	Gulf Blvd	Comp	Ref suspicious person/ No Issues
Short-Term Rental	1/24/2023	2/6/2023	13	109	13th Street	On View	Hearing Notice
Plant Overgrowth Obstructing	1/24/2023	2/6/2023	13	125	14th Street	On View	Walking Path Encroachment / Plants 5 Day Notice
Unpermitted Remodel	1/24/2023	2/6/2023	13	107	14th Street	On View	Remodel no permit
Unpermitted Remodel	1/24/2023	2/6/2023	13	103	14th Street	On View	Remodel no permit
Noxious Plant or Tree	1/24/2023	2/6/2023	13	113	17th Street	On View	Hearing Notice
Boat, RV, or Pod in Driveway	1/24/2023	1/24/2023	0	128	9th Street	On View	Follow up Trailer Moved / Case Closed
Unpermitted Remodel	1/24/2023	1/24/2023	0	107	Causeway Blvd	On View	Follow Up Case Closed
Clutter Left in Yard	1/24/2023	2/6/2023	13	1105	Gulf Blvd	On View	2nd Notice /Case Pending
Hazardous Trees or Limbs	1/24/2023	1/27/2023	3	119	13th Street	On View	Walking Path Encroachment / Plants 5 Day Notice
Hazardous Trees or Limbs	1/24/2023	2/6/2023	13	120	13th Street	On View	Walking Path Encroachment / Plants 5 Day Notice
Unpermitted Remodel	1/26/2023	2/6/2023	11	115	6th Street	On View	Follow up Permit issued Case Closed
Clutter Left in Yard	1/26/2023	1/26/2023	0	1040	Spruce Street	On View	5 Day Notice
Construction Related Nuisance	1/26/2023	1/26/2023	0	101	20th Street	On View	Follow up reference to reroof permit. Case Closed
Construction Related Nuisance	1/26/2023	1/26/2023	0	448	22nd Street	On View	Contractor working without permit/ Corrected
Construction Related Nuisance	1/26/2023	2/6/2023	11	2301	Gulf Blvd	On View	Ord 10-81 Paint/ Will follow up in 15 Days
Dangerous Structure	1/26/2023	2/6/2023	11	209	Harrison Av	On View	Follow up Dock repair / Letter sent to HO
Plant Overgrowth Obstructing	1/27/2023	2/6/2023	10	201	Gulf Blvd	On View	4th Notice/ City to send letter to HO
Plant Overgrowth Obstructing	1/27/2023	1/27/2023	0	119	13th Street	On View	Corrected Case Closed
Construction Related Nuisance	1/27/2023	2/6/2023	10	127	Aleta Drive	On View	Follow up Drainage / No Contact Pending
Construction Related Nuisance	1/27/2023	1/27/2023	0	2505	Bayshore Dr	On View	Permit Check Valid
Construction Related Nuisance	1/27/2023	2/6/2023	10	235	Howard Dr	On View	22-34 / Slit fence Case Pending
Construction Related Nuisance	1/27/2023	2/6/2023	10	3221	Gulf Blvd	On View	2nd Notice /Case Pending
Construction Related Nuisance	1/30/2023	2/6/2023	7	114	13th Street	On View	NPDE Report senimate bag needs to be serviced
Hazardous Trees or Limbs	1/30/2023	2/6/2023	7	113	17th Street	On View	Second notice served /22-34 10-71
Noxious Plant or Tree	1/30/2023	2/6/2023	7	301	22nd Street	On View	Re-roof no permit
Unpermitted Remodel	1/30/2023	2/6/2023	7	2236	Donato Drive	On View	Re-roof no permit
Construction Related Nuisance	1/30/2023	2/6/2023	7	127	Aleta Drive	On View	Follow up drainage pool area / 5 day notice
High Grass	1/30/2023	1/30/2023	0	2300	Bayshore Dr	On View	Violation Corrected/Case Closed









## OUTSTANDING CODE VIOLATIONS

Violation Category	#	STREET NAME	START DATE	DAYS OPEN	COMMENTS
Construction Related Nuisances	103	25th Street	1/22/21	741	Fine at \$234,969.73
Dangerous Structure	105	8th Street	6/12/2022	235	Magistrate Hearing for unpermitted structure Permit denied by City Manager Appeal Hearing with BOA on 3/09/23
Rodent Harborage Plant Overgrowth Obstructing High Hedge High Grass	107	21st Street	7/19/2022	198	Abatement Letter Abatement Code Violation Notice Hearing Scheduled 2/23/23
Unpermitted Remodel Construction Related Nuisances	1105	Gulf Boulevard	11/23/2022	71	Code Violation Notice Hearing on 1/27/23, Fines - 2/10/23
Short-Term Rental	109	13th Street	12/27/2022	37	Hearing on 02/09/23
Construction Related Nuisances	127	Aleta	1/10/2023	23	Code Violation Notice
Dangerous Structure	209	Harrison	1/10/2023	23	Code Violation Notice 01/13/23





# **City Manager Report** **January 2023**

Project	Key Dates	Unforeseen Issues	Assistance Required	Status
B22-01: 12th/13th Street & Bay Drive – BMP 7&8	January 24 <sup>th</sup> – 12 <sup>th</sup> Street valve replaced. February 6 <sup>th</sup> – Budget amendment on agenda.	None	None	Televised outfall segments and requesting proposals for cure-in-place-pipe. Replacement check valve covered through warranty on order for 12 <sup>th</sup> Street.
Gulf Blvd Undergrounding	February 1 <sup>st</sup> – Progress meeting.	None	None	Permitting in progress and materials ordered.
B22-02 7th Street Seawall Renovation, 7th Street Boat Ramp Replacement, and 16th Street Seawall Renovation	January 6 <sup>th</sup> – Dock completed. January 26 <sup>th</sup> – Fill and sod completed.	None	None	Engineer recommending concrete bag placement for smoother ramp transition.
17th and 18th Street (BMP 10 & 11) Stormwater Improvement Project	January 27 <sup>th</sup> – Sent five-year budget projections and term sheet to financial attorney.	None	None	CAC developing a proposal to combine five stormwater projects funded by government loan.
Code Enforcement Analysis Project	February 6 <sup>th</sup> – Revised code report.	None	None	Implementing quadrant plan and modified code enforcement report.
City Hall Generator		None	None	Received a proposal for used diesel generator on trailer in the amount of \$97,848.47.

Gulf of Mexico Buoy Replacement	January 13 <sup>th</sup> – FUWM Permit 23-002 issued.  February 21 <sup>st</sup> – City Attorney of Belleair Shore is taking City's proposal to the Commission.	None	None	Received buoys.
Morgan Park Parking Lot Restoration		None	None	Scheduling paving in February.
Children's Playground Replacement	April 14 <sup>th</sup> – Shipping date.	None	None	New equipment is on back order. City Manager coordinating removal with Used Children's Playsets, LLC.
City Hall Seawall	ON HOLD.	None	None	Estimate will be at least \$50,000 over available \$30,000 in Capital Project Budget.
Walking Easement Survey	December – Results sent to City Council and posted to website.	None	None	Strong support to leave the walking easement as is.



**City Council Meeting  
City of Belleair Beach, Florida**

**Monday, January 9, 2023  
Community Center, 6:00 PM**

### **PUBLIC MEETING MINUTES**

The meeting was called to order by Mayor Dave Gattis, followed by a Pledge of Allegiance to the Flag of the United States of America.

**Roll Call:** Present were Councilmembers Frank Bankard via Zoom, Belinda Livingstone, Leslie Notaro, Lloyd Roberts, and Mike Zabel; Mayor Dave Gattis, Vice Mayor Jody Shirley, City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy Mora.

**For continuity, items are listed in agenda order although not necessarily discussed in that order.**

**1. Approval of Agenda.**

**MOTION** was made by Councilmember Zabel and seconded by Councilmember Roberts to approve the Agenda.

**Motion passed 7-0.**

**2. Citizens Comments. (Each speaker will be recognized once and will be limited to a (3) three-minute presentation on any subject that is not on the Agenda)**

Citizens Comments included, in part:

- Markers to visually define the parameters of the Belleair Shore beach accesses
- The next scheduled beach nourishment
- The Belleair Beach Community Foundation:
  - They are participating in the 'Adopt a Mile' program for a one-mile section including the Belleair Beach Causeway Bridge – the clean up dates begin January 21
  - The personalized engraved brick program is open and will help to fund City events
  - The Foundation has a board opening and is also looking for volunteers [www.BelleairBeachCommunityFoundation.org](http://www.BelleairBeachCommunityFoundation.org)



**3. Presentation: Pinellas County Sheriff's Office.**

- **Law Enforcement monthly report**

The representative for the law enforcement report was unable to attend – the report was in the Agenda Packet.

- **Code Enforcement monthly report**

Deputy Klapka reviewed the report in the Agenda Packet.

Mayor Gattis advised that it was National Law Enforcement Appreciation Day and thanked Deputy Klapa and all law enforcement for all they do.

**4. Presentation: Sharon Gadbois, Public Affairs Specialist, U.S. Small Business Administration**

- **U.S. Small Business Administration to Offer Disaster Assistance Loans**

Ms. Gadbois made a presentation on Disaster Assistance Loans:

- If a home or business has been damaged or destroyed by a federally declared disaster, they may be eligible for an SBA disaster assistance loan. The long-term, low-interest rate loans are available to businesses of all sizes, private nonprofit organizations, homeowners, and renters to repair or replace uninsured/underinsured disaster damaged property

**5. Quarterly Board Reports**

- **Board of Adjustment**

Chair Mike Kelly advised that the Board had an appeal of an administrative decision; and had an upcoming variance hearing.

- **Citizens Advisory Committee**

Chair Ron Ciganek stated that the Committee continues to work with the City Manager on capital projects, stormwater, and the bond issue.

- **Park and Recreation Board**

Chair Tammie Levenda reviewed:

- Halloween Pets & Pals event
- First Annual Chili Cook-Off
- Holiday Social, Tree Lighting, and Toys for Tots drive
- Upcoming Health & Wellness Fair
- Beach Cleanups
- The house-to-house survey for the Walking Easement
- Thank you to outgoing Secretary Nicole Sussman

- **Planning and Zoning Board**

Vice Chair Rudy Davis advised that the Board will begin the City's Comprehensive Plan Review.

**6. City Attorney Report.**

City Attorney Mora advised that he had:

- Presented a FLC meeting on ethics, public meetings, and public records
- This will be his first year with the City as we enter the new Legislative Session and was open to any questions or concerns

**7. City Manager Report.**

City Manager Riefler reviewed his monthly report in the Agenda Packet, stating in part:

- The 12th Street, 13th Street, and Bay Drive stormwater project is close to completion
- The 12th Street check valve was not working properly – Staff removed it, the manufacturer will provide a new one in approximately two weeks, and Staff will replace it
- The Gulf Boulevard Undergrounding Project is ongoing – additional supplies are on the way and should be here soon
- The 7th Street seawall and boat ramp project is close to completion – the dock is complete. Staff removed the wheel stop, and a contractor moved some of the sediment from around the outfall into the area where trailers back up – to address concerns discussed at the last meeting
- The new format for the Code Enforcement Report will be on the next Agenda
- The generator cost research is ongoing
- Research is being done to find a lower cost than the \$20,800 quote to install the buoys
- The City will host a CPR certification class that is open to the public
- The preliminary scoring for the six RFQs for Engineering Services was completed and all six will be interviewed by Staff
- The final two candidates for the Community Services Administrator position will be coming back for their second interview to meet the Public Works Staff and tour the facilities
- The Auditors for the City will be on site to complete the audit for the Annual Comprehensive Financial Report

Mayor Gattis thanked City Manager Riefler for a comprehensive and transparent report.

**8. City Clerk Report.**

None.

**Consent Agenda**

**9. Approval of November 14, 2022, City Council Work Session Minutes.**

**10. Approval of December 5, 2022, City Council Meeting Minutes.**

**Approval of the Consent Agenda passed unanimously.**

**Regular Agenda**

**11. Consideration of Appointment of Park and Recreation Board Member.**

- **John Wagner**

**MOTION** was made by Councilmember Zabel and seconded by Councilmember Notaro to appoint John Wagner to the Park and Recreation Board.

**Motion passed unanimously.**

**12. Consideration to Authorize the City Manager to Execute a Purchase Order for Resurfacing the Morgan Park Parking Lot.**

- **Authorize the City Manager to execute a purchase order with Baker Paving in the amount of \$18,805.00**

**MOTION** was made by Councilmember Notaro and seconded by Councilmember Roberts to Authorize the City Manager to Execute a Purchase Order for Resurfacing the Morgan Park Parking Lot.

**Motion passed unanimously.**

**13. Unfinished Business.**

None.

**14. City Council Comments.**

Councilmember Livingstone asked what could be done to make City documents searchable. City Manager Riefler stated that programs to be able to electronically search historical records and newly created records was being discussed.

Councilmember Roberts requested an item for the work session agenda to have each meeting open with a prayer.

Councilmember Zabel asked for volunteers to compile a list of people to fill and deliver sandbags to those that are unable to do so themselves.

Councilmember Notaro had no further comments.



Vice Mayor Shirley thanked John Wagner for volunteering for the Park and Recreation Board, and thanked the public for coming out and participating at the Council meeting.

Mayor Gattis stated that the next work session would be January 23, and discussion items would include the new sign ordinance, the buoys in the Gulf, and holiday lighting on Gulf and Causeway boulevards. He thanked everyone for attending and wished all a Happy New Year.

**ADJOURN**

The meeting was duly adjourned.

**Motion passed 7-0.**

\_\_\_\_\_  
Date Approved

APPROVED: \_\_\_\_\_  
Dave Gattis, Mayor

ATTEST: \_\_\_\_\_  
Patricia A. Gentry, City Clerk



**City Council Work Session  
City of Belleair Beach, Florida**

**Monday, January 23, 2023  
Community Center, 6:00pm**

### **PUBLIC MEETING MINUTES**

The meeting was called to order by Mayor Dave Gattis, followed by a Pledge of Allegiance to the Flag of the United States of America.

**Roll Call:** Present were Councilmembers Frank Bankard, Leslie Notaro, Lloyd Roberts, and Mike Zabel; Mayor Dave Gattis, City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy D. Mora. Vice Mayor Jody Shirley arrived at 6:04pm.

#### **1. Discussion of Proposed Ordinance Regarding Comprehensive Sign Regulations. (City Attorney Mora)**

Following discussion - City Attorney Mora will incorporate the revisions discussed. City Council will have a work session to review the changes, then have the Planning and Zoning Board review and give their recommendations.

City Manager Riefler will do a visual inspection of the RM district signage and flagpole heights.

Mayor Gattis requested one more work session to review any changes that may be recommended by the Planning and Zoning Board.

Consensus of Council was for City Attorney Mora to prepare the revisions for the Planning and Zoning Board by Monday so that they may begin to review the ordinance.

Break from 7:28pm until 7:36pm.

#### **2. Discussion of Buoys Installed and Maintained at Belleair Shore Beach Accesses. (Mayor Gattis)**

Mayor Gattis stated that he had addressed the Town of Belleair Shore Commission to ask if they would allow the City of Belleair Beach to fully

fund the installation and maintenance of buoys in Belleair Shore's jurisdiction. The Town had replied yes, they would allow that. Mayor Gattis asked City Council for their thoughts.

Discussion followed, in part:

- Buoys for the entire length of the City of Belleair Beach
- Cost per buoy and installation
- Replace/Repair/Maintenance schedule and costs

Consensus of Council was for City Manager Riefler to contact the Belleair Shore town attorney to review the City of Belleair Beach ordinance and discuss interlocal agreements.

**3. Discussion to Include an Invocation at Meetings. (Councilmember Roberts)**

Discussion began with Councilmember's viewpoints.

Councilmember Zabel expressed his viewpoint and made a **MOTION to Table** the discussion. There was no Second.

Discussion continued.

**MOTION to Table** the discussion was made by Councilmember Zabel. The motion died for lack of a second.

Consensus of Council was to contact the Mayors' Council for a template for consideration by Council and there would be a rotation for Councilmembers who would like to participate in giving the invocation.

**4. Discussion of Holiday Lighting on Gulf Boulevard. (Mayor Gattis)**

City Manager Riefler had prepared a map of light poles that had the electrical outlets needed and had contacted Duke Energy to get a price for the poles that do not have the outlets.

Consensus of Council was for City Manager Riefler to do further research for poles and lighting for a future work session.

**5. Discussion of Converting to ParkMobile or Other Mobile Parking App. (Councilmember Zabel)**

Councilmember Zabel advised the goal is to save money on equipment maintenance and Staff time by outsourcing.

Consensus of Council was for City Manager Riefler to get additional information regarding costs and have a vendor bring a presentation.



**6. Discussion of Revising the Marina Wait List Policy. (Councilmember Zabel)**

There was Council input and citizen comments regarding changes to the wait list policy and cost per slip.

Consensus of Council was for City Manager Riefler to compile the discussion items and bring to Council for their consideration.

**7. General Business.**

None.

**ADJOURN**

**MOTION** was made by Councilmember Zabel and seconded by Vice Mayor Shirley to adjourn at 9:08pm.

**Motion passed 7-0.**

\_\_\_\_\_  
Date Approved

APPROVED: \_\_\_\_\_  
Dave Gattis, Mayor

ATTEST: \_\_\_\_\_  
Patricia A. Gentry, City Clerk



## APPLICATION FOR APPOINTMENT

X Board of Adjustment *Alternate*  
Park and Recreation Board  
Planning and Zoning Board  
Citizens Advisory Committee

**Please Note: Any information given on this application is subject to the Public Records Law of Florida**

Name: MARC MARIANO Email: marc@adven  
Address: 2229 DONATOR DRIVE Home Phone: 727.492.6750  
Cell Phone: 727.492.6750  
City/State: Belleair Beach, FL 33786 Voter Registration Date: 7/12/2004 ✓

### **Educational Background:**

West Virginia University 1999

Bachelor of Science, Specialization in Urban and  
Regional Planning

### **Experience:**

Advenir Oakley Development, CEO - Real Estate Development Company (Current)

Mosaic Development, Owner/Partner - Real Estate Development Company (2013-2022)

CardnoTBE, Planner - Planning, Engineering and Environmental (2003-2005 & 2007-2013)

Schoor DePalma (NJ, Planning and Engineering), 2005-2007

City of Clearwater Planning and Zoning Department (2001-2003)

### **Why would you like to be considered as a candidate for service on this Board or Committee?**

I have over 20 years of land development, planning and zoning experience

and have served on other Town Board's, which makes me a highly qualified resident that enjoys serving his community.

I also owned a multifamily development company from 2013 to 2022 and am now CEO of a large development development.

Would you consider serving on another Board or Committee other than the one you selected above? \_\_\_\_\_ YES \_\_\_\_\_ NO

Other Board(s) / Committee(s) in which you would be interested:

Interested in P&Z Board, BOA and CAC

What Boards or Committees do you currently serve:

I have been a resident of the City of Belleair Beach for 1 years.

I am a qualified voter of the City of Belleair Beach. Voter registration date 7/12/2004

**Please attach a resume if available.**

**SIGNATURE** Marc Mariano

Digitally signed by Marc Mariano  
Date: 2023.01.04 10:09:43 -05'00'

**DATE** 1/4/2023

NOTE: Application is effective for **ONE YEAR** from date of submission.

If you have any questions, please call the City Clerk, Patricia A. Gentry, at 727-595-4646 ext 124.

### **CITY BOARDS AND COMMITTEES**

Appointments are made by City Council when an opening is available. Applications are available in the City Clerk's Office.

- The **Board of Adjustment\***
- The **Planning and Zoning Board\***
- The **Park and Recreation Board**
- The **Citizens Advisory Committee**

**\*Requires filing a financial disclosure form with the Supervisor of Elections within thirty (30) days of appointment**

**Please Note: Any information given on this application is subject to the Public Records Law of Florida**



# MARC MARIANO

Clearwater, Florida, United States



[marc@adveniroakleycapital.com](mailto:marc@adveniroakleycapital.com)



[linkedin.com/in/marc-mariano-3b66221b](https://www.linkedin.com/in/marc-mariano-3b66221b)

## Summary

Mr. Mariano offers over 20 years of experience managing complex land development projects in urban and suburban settings for multi-family, mixed-use, single-family and commercial ventures. Mr. Mariano is highly involved in all phases of design and construction of multifamily and mixed-use land development projects from the initial planning and due diligence phases, to project design and permitting and project construction and close-out. He is typically brought into a project at its inception as he specializes in assessing and implementing the long-term strategic vision for a property by functioning as the primary liaison between contractors, design consultants, permitting agencies, property management and owners to ensure projects are completed on-schedule, on-budget and in compliance with the applicable regulatory agencies.

Mr. Mariano's expertise in the multifamily arena includes the development and repositioning of urban mid-rise products and suburban garden-style products in various communities within Florida and New Jersey. Mr. Mariano has supervised and managed construction and development projects up to \$90,000,000 in value.

## Experience



### **CEO of Real Estate Development and Construction**

#### **Advenir Oakley Capital**

Jun 2022 - Present (8 months)

As CEO, Marc partakes in all general management duties for the company, including strategic planning and corporate financial management and leads a team of development and construction managers directly responsible for ensuring the successful delivery of the company's development projects.

Marc leads AOD with the mindset that no one person is more valuable than the greater Team and instills a culture of collaboration, transparency and unwavering confidence to meet and exceed the goals established by the company's Board of Directors. Spanning over two decades of development experience that started in 1999 at HUD's Office of Policy Development and Research and included positions with County and City planning and zoning departments, as well as private planning, civil engineering and environmental engineering companies before creating and co-owning a real estate development company focused on multifamily assets, Marc offers a seasoned perspective into every single facet of the real estate development process. From site selection and underwriting through lease-up, stabilization and disposition, Marc brings an unparalleled level of tested real estate development experience that is critical to the delivery of the company's immense single family rental platform.



### **Owner / Partner**

#### **Mosaic Development, LLC**

Oct 2013 - Jun 2022 (8 years 9 months)

Mr. Mariano's expertise in the multifamily arena includes the development and repositioning of urban mid-rise and suburban garden-style products in various communities throughout Florida and New Jersey. Prior to forming Mosaic Development, he spent over 16 years managing complex land development projects in urban and suburban settings for multifamily, mixed-use, single family, office and retail ventures. Mr. Mariano is highly experienced in all phases of the development process from

the initial planning and due diligence phases, to project design and permitting, to project construction and close-out. Having extensive experience managing various projects at inception, he specializes in assessing and implementing the long-term strategic vision for a project by functioning as the primary liaison between contractors, design consultants and permitting agencies to ensure projects are completed on schedule, on budget and in compliance with applicable regulatory agencies. He has supervised and managed construction and development projects ranging from \$10,000 - \$45,000,000 in value.

In his role as Partner for Mosaic Development, Mr. Mariano partakes in all general management duties for the company, including strategic planning, corporate financial planning and project delivery. He specializes in identifying potential development sites and strategies to gain site control and is directly responsible for forward planning activities (land entitlements, due diligence, initial budgeting, scheduling, master planning and rezoning); managing the site and architectural design and permitting process; managing construction activities through close-out; and supports the financial modelling and partner and finance negotiations.

### **Vice President Of Construction**

#### **Incore Residential**

Sep 2013 - Jun 2022 (8 years 10 months)

Mr. Mariano is responsible for the construction of capital improvement projects at Incore Residential's properties. In addition, Mr. Mariano works as part of an executive team that identifies and repositions acquisition/rehabilitation opportunities and develops new construction multifamily projects throughout the state of Florida.

### **Land Planner/Assistant Director of Site Development**

Aug 2003 - Sep 2013 (10 years 2 months)

As Assistant Director, Mr. Mariano is responsible for all of Cardno TBE's land planning and zoning efforts and functions as project manager on large-scale development and redevelopment projects.

### **Land Planner**

Schoor DePalma - Manalapan, NJ

Apr 2005 - Apr 2007 (2 years 1 month)

### **Planner III**

City of Clearwater Planning Department

Apr 2002 - Aug 2003 (1 year 5 months)

### **Transportation Planner**

Monmouth County Planning Board

Sep 2000 - Apr 2002 (1 year 8 months)

### **Researcher**

HUD Office of Policy Development and Research

Feb 2000 - Sep 2000 (8 months)

## Education



### West Virginia University

Bachelor's degree, City/Urban, Community and Regional Planning

1995 - 1999

## Skills

Stormwater Management • Site Plans • Land Development • Civil Engineering • Site Development •  
Zoning • Drainage • GIS • Water Resources • Construction Management



**ORDINANCE 23-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA; AMENDING SECTION 94-220 PERTAINING TO THE TABLE OF DESIGNATED LIVING AREAS AND HOUSING SETBACKS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Belleair Beach, Florida is empowered to establish and enforce zoning and building regulations of the city as are necessary for the protection of the public; and

**WHEREAS**, the Belleair Beach Zoning Code is in need of revisions to clarify and correct codified information in Section 94-220, Table I of the City Code on the applicable setback provisions for properties in Bellevue Estates and Bellevue Estates Island; and

**WHEREAS**, the City Council of the City of Belleair Beach finds it necessary to amend the code for the preservation of the character of its community and clarified administration of its land development regulation;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH** as follows:

**Section 1.** Section 94-220 of the Belleair Beach City Code entitled *Minimum living areas and setbacks* is amended to read as follows:

**Sec. 94-220. Minimum living areas and setbacks.**

Within the residential low (RL) district II, the following maximum living areas and minimum house setbacks are established to be:

**TABLE I**

SUBDIVISION TITLE	MINIMUM LIVING AREA* (square feet)		MINIMUM HOUSE SETBACK** (feet)			
	1st Floor	2nd Floor	Front	Side	Rear	Water
BELLEAIR BEACH						
1st Addition:						
Lots 1, 2, and 3	1,000	200	25	15	—	30
Lot 4	1,000	200	25	10	25	30
Units A, C, E and D	1,000	200	25	7	7	30
MCLAUGHLIN	1,000	200	25	7	7	30
BB YACHT CLUB ESTATES:						
Units A and B	1,500	250	25	7	7	30
Unit C	1,250	500	25	7	7	30
Units D, F and G	1,000	200	25	7	7	—
<del>BELLEVUE</del> BELLEVUE ESTATES:						
Lots 1 and 2	1,200	200	25	10	15	—
1st Addition:						
Lots 13—24	1,200	200	25	10	15	—
Lots 25 and 27	1,500	200	25	10	—	30
(Lot 26 is a public park)						
2nd Addition:						
Lot 29	1,500	200	25	10	—	30
Lots 30 and 31	1,200	200	25	10	15	—
3rd Addition:						
Lots 32, 33 and 34	1,500	250	25	7	—	30
4th Addition:						
Lots 35—40 and 44—49	1,200	200	25	10	15	—
Lots 41, 42 and 43	1,500	200	25	10	—	30
5th Addition:						
Lots 50—63	1,200	200	25	10	15	—
Lots 64 and 65	1,500	200	25	7	—	25
6th Addition:						
Lots 66—72, 76—89 and 93—99	1,200	200	25	10	15	—
Lots 73—75 and 90—92	1,500	200	25	10	—	30
7th Addition:						
Lots 100—106 and 128—131	1,200	200	25	10	15	—
Lot 107	1,500	200	25	10	—	30
(Lot 108 is a park)						
Lots 109—118 and 132	1,350	200	25	10	—	30

Lots 120—127	1,100	200	25	10	15	—
<del>BELLEVUE BELLEVUE</del> ESTATES ISLAND	1,350	200	25	10	—	25
1st, 2nd and 3rd Additions						
Except the following lots of Bellevue Estates <del>Island</del> when used only as single lots;			<del>Lots</del> 3, 4, 9—13, 20, 21, 32—34, 41—47, 50, 51, 72—75, 83-87, 97 plus 0.50 of 98, 109, 112, 113, 114, 116; and Madison Replat; lots 0.50 of 98, plus 99 and 100 which shall be 7.5 feet for side setbacks			
WINSTON ESTATES						
Lots 1—46	1,200	200	25	7	15	—
Lots 47—50	1,200	200	25	7	—	30
WINSTON ESTATES ADDITION						
Lots 1—4	1,200	200	25	7	15	30
HOWARD ESTATES, UNIT 1						
Lots 1—18	1,000	200	25	7	7	—
Lots 19—53	1,500	200	25	7.5	—	30
Water Lot A	1,000	200	25	7	—	25
BILTMORE ISLES						
Single-story	1,350	—	25	7.5	—	30
Two-story	1,100	250	25	7.5	—	30
BELLE ISLE						
Single-story**	1,500	—	25	10	—	25
Two-story **	1,500	—	25	10	—	25
Except the following lots in Belle Isle which may have 7.5 foot side setbacks			<del>Lots</del> 1, 2, 6, 7, 8, 11—15, 37, 38, 42—44, 46—48, 51-53, 55, 59, 61—63			
<del>BELLEVUE ESTATES</del> <del>ISLAND</del>	<del>1,350</del>	<del>200</del>	<del>25</del>	<del>7.5</del>	<del>—</del>	<del>25</del>

\* The term "living area" is defined as all enclosed areas of a dwelling, except garages, porches, facades and patios.

\*\* House setback may be subject to modifications under certain circumstances (see Division 3 of this Article).

**EXCEPTION:** The rear and interior side setbacks for certain corner lots of the same size or smaller than interior lots of a subdivision as hereinafter below listed are reduced to five (5) feet from the side and rear setbacks set forth above for the lots enumerated hereinafter, to wit:



**BELLEAIR BEACH SUBDIVISION UNIT A**

<i>Block</i>	<i>Lot</i>
3	9
4	9
5	1
5	13
4	2
6	1
8	1
8	2
9	1
9	2

**BELLEAIR BEACH SUBDIVISION UNIT C, BLOCK 2, LOT C,  
BELLEAIR BEACH SUBDIVISION UNIT D**

<i>Block</i>	<i>Lot</i>
14	A
14	U
15	A

**BELLEAIR BEACH SUBDIVISION UNIT D**

<i>Block</i>	<i>Lot</i>
16	A
17	P
18	A
18	P

**BELLEAIR BEACH SUBDIVISION UNIT E**

<i>Block</i>	<i>Lot</i>
A	12
B	1
B	2
D	1

**BELLEAIR BEACH YACHT CLUB ESTATES UNIT C**

<i>Block</i>	<i>Lot</i>
—	1
—	11
—	12

**BELLEVUE ESTATES**

<i>Block</i>	<i>Lot</i>
—	1
—	12

**BELLEVUE, SECOND ADDITION**

<i>Block</i>	<i>Lot</i>
—	30
—	66
—	72
—	76
—	82
—	83
—	89
—	93
—	99

**BELLE ISLE SUBDIVISION**

<i>Block</i>	<i>Lot</i>
—	94

**HOWARD ESTATES**

<i>Block</i>	<i>Lot</i>
—	4
—	5
—	14
—	15
—	19
—	53

Southeast corner of Gulf Boulevard and Seventh Street, metes and bounds.

The term "interior-side setbacks" shall be deemed to mean a setback for a side yard that abuts another lot.

The above exemptions shall not permit a structure to be placed in a platted or deeded public easement.

A variance shall not be allowed for the lots subject to this exception to reduce the setback.

**Section 2. Severability.** It is declared to be the intent of the City Council of the City of Belleair Beach, Florida, that if any section, subsection, sentence, clause or provision of this ordinance is held invalid, or unconstitutional by any court of competent jurisdiction, the remainder of the ordinance shall be construed as not having contained said section, subsection, sentence, clause or provision and shall not be affected by such holding.

**Section 3. Effective Date.** This Ordinance shall take effect upon adoption by the City Council.

The above and foregoing Ordinance was read by title only and passed by a majority vote upon its first reading at a meeting of the City Council of the City of Belleair Beach, Florida, held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

The above and foregoing Ordinance was read by title only and passed by a majority vote upon its second reading at a meeting of the City Council of the City of Belleair Beach, Florida, held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Patricia A. Gentry, City Clerk

\_\_\_\_\_  
Dave Gattis, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Randol D. Mora, City Attorney



## MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: February 2, 2023

SUBJECT: Authorization to Execute Continuing Contracts for Engineering Services

### Recommendation:

Authorize the City Manager to execute continuing contracts for engineering services with firms listed (rank order) below. All firms were determined to be professionally qualified for the City's requirements and ranked according to their final score.

1. Gemini Engineering & Design
2. Cribb, Philbeck, Weaver Group, Inc.
3. Advanced Engineering & Design
4. Kimley Horn
5. Stantec
6. TranSystems

### History:

The previous RFQ to provide miscellaneous engineering services was accomplished in 2019. On October 10, 2022, City Council authorized the City Manager to complete another RFQ. The City Attorney provided an existing RFQ and continuing contract for professional services to use as the template. RFQ NO 23-01 was advertised on November 16, 2022, and proposals were received until December 20, 2022.

### Background:

Six engineering firms submitted statement of qualifications. On January 4, 2023, the City Evaluation Committee (CEC), comprised of the City Manager and Financial Consultant, met for initial screening. The six firms were sent the results and invited to interviews on January 25, 2023. After interviewing all six firms, the CEC completed the scoring.

### Attachments:

1. **RFQ NO 23-01** including **Exhibits A: CEC Scores & B: Contract**



City of Belleair Beach  
444 Causeway Blvd.  
Belleair Beach, Florida 33786  
727.595.4646

### **REQUEST FOR QUALIFICATIONS**

#### **CONTINUING CONTRACT FOR ENGINEERING SERVICES RFQ NO 23-01**

Sealed proposals addressed to the City of Belleair Beach, 444 Causeway Blvd., Belleair Beach, Florida 33786 and marked, PROPOSAL FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES, will be received until **2:00 p.m., December 20, 2022**. Proposals received after the specified time will not be opened or considered. Complete requirements are attached. Note: A pre-submittal conference will be held at 2:00 p.m., December 13, 2022, at 444 Causeway Blvd., Belleair Beach, Florida 33786, where the RFQ will be reviewed, and questions will be addressed. Questions concerning this Request for Qualifications will only be accepted in writing and shall be directed to Kyle Riefler, Interim City Manager at email: [kyle.riefler@cityofbelleairbeach.com](mailto:kyle.riefler@cityofbelleairbeach.com).

## **REQUEST FOR QUALIFICATIONS**

### **PROFESSIONAL ENGINEERING SERVICES**

#### **1. PROJECT DESCRIPTION**

- 1.1 Pursuant to the authority granted to it in Florida Statutes § 287.055(4)(d), the City of Belleair Beach, a Florida municipal corporation, is interested in entering into contracts with one or more qualified professional engineering Firms to provide services of a specified nature as outlined in the contract to be entered into, the form of said contract being attached hereto, said services generally consisting of providing professional Continuing Engineering services under a Continuing Contract, as that term is defined in Florida Statutes § 287.055(2)(g). The specified services shall consist of providing engineering services throughout the City, as required and directed by the City, on its plan review services and various new construction, renovation, life safety, maintenance and repair projects.
- 1.2 The Contract shall be awarded in accordance with the procedural requirements set out in Florida Statutes § 287.055 and the Belleair Beach City Code.
- 1.3 **Prohibition Against Contracting With Scrutinized Companies.** Pursuant to Florida Statutes § 287.135, Firms responding to this RFQ must certify that the Firm is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Additionally, the Firm must certify that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. The City shall have the option to terminate its contract with the Firm if the Firm is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or if the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 1.4 **Trade Secrets.** The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;



3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it

when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, *prior to the submission of their materials* to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

## **2. SCOPE OF SERVICES**

- 2.1 Provide professional engineering services, as directed by the City for projects and tasks as may be required from time to time by the City.
- 2.2 The Firm(s) selected will be responsible to provide professional services to the City under the provisions of the Contract and individual work assignments.
- 2.3 It is anticipated that the City will select at least three Engineering Firms for this project. City reserves the sole right to select more or less than three Firms as it deems is in its best interests.

## **3. REQUIREMENTS**

- 3.1 Firms must meet the following requirements:
  - 3.1.1 Requirements of this Request for Qualifications (RFQ).
  - 3.1.2 It is preferable that each Firm has experience providing services for municipal, county, or other similar governmental agencies.

- 3.1.3 Firms must be authorized to do business in the State of Florida and must possess professional service registrations in accordance with applicable statutes, regulations, and rules.
- 3.1.4 Firms must be knowledgeable of, and in compliance with, the requirements of all federal, state, and local laws and regulations applicable to the provision of their services.
- 3.1.5 Firms must be able to demonstrate financial strength appropriate to the scale of projects.
- 3.1.6 Statements of Qualifications must be submitted to the City on or before the time and date and at the place and in the manner indicated in this RFQ.
- 3.1.7 Statements of Qualifications should be mechanically bound and should be limited to not more than 30 (8.5 inch x 11 inch) pages printed on one side, including covers and dividers, and excluding financial information. Oversize pages will be counted as two pages. Submissions in excess of 30 pages will not be disqualified; however, clarity, conciseness, and brevity of this document will be a evaluation criteria.
- 3.1.8 **One original and four copies of the Statement of Qualifications must be submitted.** In addition to the hard copies an electronic version of statements of qualification is to be submitted on a USB flash drive. The electronic acceptable formats are PDF, MS Power Point, and MS Word.
- 3.1.9 Warning: Statements of Qualification which have not been received by the City on or before the scheduled receipt time as set forth in this RFQ will not be considered.
- 3.1.10 The selected Firm(s) and its (their) subconsultants (if any), will be required to meet the insurance requirements of the City set forth herein.
- 3.1.11 In accordance with Florida law, selected Firms will be required to make sworn statements regarding Public Entity Crimes and Contingent Fees.
- 3.1.12 Pre-negotiation meetings and negotiation meetings will be conducted on the date(s) and at the place(s) to be specified at a later date. If agreement is not reached from those efforts, the City will terminate negotiations and proceed to the next highest ranked Firm until it has reached agreement with the desired number of Firms.
- 3.1.13 Costs of participating in the selection process, including presentations to the Evaluation Committee or City, are solely those of the Firm(s) and the City will assume no responsibility for any costs.
- 3.1.14 City reserves the right to waive informalities and to terminate this RFQ process.
- 3.1.15 Firms submitting qualifications shall demonstrate their familiarity with the current Florida Building Code, including design criteria for disabled

persons.

#### 4. **STATEMENT OF QUALIFICATIONS**

##### *Required Information and Format*

Statements of Qualifications must provide the required information in the following order and format:

4.1 Letter of introduction and interest signed by an officer or partner of the responding Firm. Letter shall include specific reason(s) why Firm would be the best choice to perform work assignments for the City. If responding Firm is a joint venture, an officer or partner from each member of the joint venture must sign.

4.2 Table of Contents

4.3 Compliance Information. This is a compliance section and carries no evaluation points.

Firms must include/provide the following information/documentation in order to meet the minimum qualifications to warrant further consideration:

4.3.1 *Firm must be properly certified by the Florida Secretary of State to do business in Florida at the time of submission.*

4.3.1.1 State the legal name of the entity submitting and if Firm submitting is a corporation, joint venture, or partnership. Note: It is understood that if selected for a continuing contract the stated entity name will be used in all legal contracting documents derived from this selection.

4.3.1.2 Provide a copy of certification for proper incorporation or registration from the Florida Secretary of State showing Firm is in good standing. Joint venturers and partnerships shall also provide a copy of their joint venture/partnership agreements and documentation from the Secretary of State establishing that each joint venture or partnership is authorized to do business in Florida.

4.3.2 *Firms must be properly registered, licensed, and certified on submission date:*

4.3.2.1 Firms and their subconsultants (if any) must be properly licensed. Provide copy of current Florida engineer licenses for those members of the Firm and subconsultants who will be providing professional services to the City. If Firm is a joint venture, provide copy of the joint venture agreement and either:

a. a copy of current Florida Professional Registration Certificate of the joint venture; or

b. a copy of the current Florida Professional Registration Certificate of one of the joint venture partners.

4.3.3 *The Firm must have been in continuous business for a minimum of three years. Note: If Firm is a joint venture or partnership, at least one of the companies comprising the joint venture or partnership must have been in continuous business for a minimum of three years.*

4.3.3.1 State number of years in business. If the Firm is a joint venture, state both the number of years that the joint venture has been in business, as well as the number of years that each joint venture partners has been in business.

4.3.3.2 State the location, address, and telephone number of Firm's offices. If the Firm is a joint venture or partnership, identify the location, address, and telephone number of the principal place of business of the joint venture or partnership designated with the Florida Division of Corporations.

4.3.3.3 Submit the names of owners, officers, or principals in management.

4.3.4 *The Firm must identify any existing or potential conflicts of interest and disclose any representation of parties or other relationships that might be considered a conflict of interest regarding this selection. "Conflict" or "conflict of interest" means a situation in which regard for the Firm's private interests will tend to lead the Firm or any of its officers or professionals assigned to provide professional services for the City to disregard the City's interest or the officer's or professional's professional obligations. The terms expressly include any undisclosed business or contractual relationships between the Firm and any other Firm doing business with the City or responding to this RFQ which relationships in any way bear upon the Firm's future performance or pricing provided under a Contract resulting from this RFQ process.*

4.3.4.1 If any conflicts of interest issues are identified, provide a detailed plan of action on how any existing or potential conflicts of interest will be mitigated in the case the Firm is recommended for this project. City at its sole discretion shall determine the adequacy of the plan and whether the conflict will disqualify the Firm from consideration for the RFQ. If the City determines that the Firm will be disqualified due to the conflict, the Firm's proposal will not be evaluated or considered by the City's Evaluation Committee.

## 5. **INITIAL SCREENING CRITERIA**

5.1 **Individual Review:** The City Evaluation Committee ("CEC") members shall use the Proposal/Qualifications Evaluation Form (**Exhibit A**) for this RFQ to document their review and evaluation of each Statement of Qualifications in accordance with the criteria listed below, within their respective areas of experience and knowledge.

### 5.1.1 **Related Experience (35 %)**

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity. This may include evaluating the Firm's performance on previous projects.

5.1.1.1 List the projects which best illustrate the experience of the



Firm which utilized the current staff which is being or likely to be assigned to this Project. (List no more than 10 projects and do not list projects which were not completed by your Firm or completed more than ten years ago). Include the following for each project:

- a. Name and location of the project.
- b. The nature of the Firm's responsibility on the project.
- c. Project owner's representative's name, address, telephone, and facsimile number.
- d. Project user's representative name, address, and telephone number (if different than owner).
- e. Date project was completed.
- f. Size of project (construction gross square feet).
- g. Cost of project (construction cost).
- h. Work for which Firm's staff was responsible.
- i. Present status of the project.
- j. Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQ.

5.1.2 Proposed Project Staff and Functions (20 %):

The quality, experience and quantity of staff and their functions will be evaluated by the Committee. The Committee will also evaluate the Firm's capabilities to provide service.

5.1.2.1 The Firm shall name the actual staff to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project. It is the City's intent that the proposed staff be actually assigned to this Project unless otherwise approved by the City. The staff shall be present either physically or via remote electronic means at relevant CEC interviews whenever possible.

5.1.2.2 Give brief resumes of key persons to be assigned to the Project including, but not limited to, the following:

- a. Name and title.
- b. Job assignment for other projects.
- c. How many years with this Firm. For sub-consultants, list prior projects your Firm has worked with sub-consultant.
- d. How many years were key persons with other Firms.
- e. Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
- f. Degrees received and active registrations (if any).
- g. If submitting as a joint venture or partnership, include the assigned staff for the joint venture or partnership and indicate which of the joint ventures or partners employs the staff member.

- 5.1.2.3 Provide the location of the offices that will be providing the required services. Provide information on the staffing and resources of the main office providing the majority of services.

5.1.3 Workload (5%)

As part of the evaluation criteria, the CEC will review the Firms and their sub-consultants current workload. If the submitting Firm is a joint venture, the CEC will review the current workload of each of the Firms comprising the submitting entity. A maximum of twenty points will be awarded based on an evaluation of the Firm's and their sub-consultants total workload and capacity to perform the work.

- 5.1.3.1 Firms and their sub-consultants shall provide a list of outstanding projects, client names, status of completion, anticipated completion date, dollars committed on open projects, and overall workload with all owners including City. Furthermore, if the submitting Firm is a joint venture it shall also include projects for each Firm comprising the joint venture.

For purposes of this RFQ, a sub-consultant is an individual and/or firm contracted or to be contracted by the submitting Firm to provide professional services under a Contract resulting from this RFQ process. Firms must note that subcontracting is prohibited unless approved in the Contract document.

5.1.4 Equitable Distribution (5%)

In an effort to consider the equitable distribution of work, the CEC shall evaluate data showing dollar amounts of contracts and projects awarded by the City to the submitting Firm(s). In the case of submittals received by joint ventures the contracts and projects awarded to each of the Firms comprising the joint venture will be included in the calculation of the projects currently under contract and those awarded by City. Furthermore, this calculation will include all contracts and projects awarded to the submitting Firm either as a joint venture or as a separate entity, whereby the submitting Firm(s) was one of the entities included in the award and contract. The chart below will be used to award a maximum of 20 points based on the combined dollar amount of projects currently under contract, as well as those awarded by City, but not yet under contract. For those projects already under contract, the contract amount will reflect the dollar amount of the contract value, not including amendments. It will include the contracted value of all contracts approved within two years from the date of the document approval to the RFQ opening date. For projects awarded but not yet contracted, the contract value will reflect the estimated fee based on the most recent comparable project based on budget listed on the RFQ for which the Firm was/were selected.

Dollars Awarded by City	Point Value
0 to \$25,000	20
\$25,001 to \$50,000	16
\$50,001 to \$75,000	12

\$75,001 to \$100,000	8
\$100,001 to \$125,000	4
Greater than \$125,000	0

#### 5.1.5 Financial Capabilities and Cost Control Measures (15%)

The CEC will evaluate whether the Firm has sufficiently demonstrated that they have the necessary financial resources to provide the services, their capabilities to control costs and their history of working proactively to avoid litigation with City.

5.1.5.1 Financial Statement: For the Firm and/or its equity participants, indicate Working Capital Ratio, Profitability, and Return on Assets Ratio. Include a copy of their most current audited financial statement. If the A/E is a joint venture or partnership all Firms comprising the submitting entity will be required to submit the previously requested documentation. If you are submitting your financial statement under separate cover, two copies must be submitted.

5.1.5.2 Insurance Capacity: Firms must provide evidence that they have all insurance coverage's as specified in attached contract form. Umbrella liability insurance shall not be less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Professional liability insurance shall have limits of not less than \$1,000,000 each claim and aggregate.

5.1.5.3 Litigation: Submit all litigation of any kind involving Firm, its officers or directors with a project owner where the total amount in controversy exceeds \$100,000 within the last five years. If the Firm is a joint venture or partnership submit litigation involving all Firms comprising the submitting entity. State the court and location of the litigation.

5.1.5.4 Claims: Submit all Errors & Omissions claims filed against the Firms' policy in the last two years from the proposal submittal date. The information should include amount and nature of the claim(s).

#### 5.1.6 Ability to Perform: (10%)

5.1.6.1 Firms shall provide evidence of their ability to satisfactorily provide the professional services in a timely, and professional manner free of professional error and with good customer service. Firms shall, at a minimum:

A. Provide at least three references, one of which is a Florida government agency.

B. Indicate if, within the past five years, Firm (or any of its proposed joint venturers or subconsultants) has been suspended or debarred by any governmental agency, and if

so, the identity of the agencies taking these actions and copies of the documents taking such actions and any responses thereto.

- C. Indicate if, within the past three years, Firm (or any of its owners, officers, agents, subconsultants, or proposed joint venturers) has/have been sued in civil court or criminally charged over their provision of professional services or business practices, or for breaches of contract or public corruption charges (including bribery or fraud) and, if so, provide copies of the relevant civil suits or charging documents, as well as any documents reflecting the final resolution of such matters.

5.1.7 Local Status, Small/Disadvantaged Business Score: (10%)

Inasmuch as Florida Statutes § 287.055(3)(d) and (4)(b) authorize the evaluation of Firms to include whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act and where the Firms are located, ten percent of the evaluation shall be allotted by the CEC. Therefore, Firms are welcome to provide information related to their certification status and whether they are headquartered or maintain a physical office in the City or in Pinellas County.

5.2 City Evaluation Committee. At a scheduled and publicly-noticed meeting, CEC members shall meet and discuss the Statements of Qualifications. The goal of this review is to allow each CEC member the opportunity to fully discuss the submitting Firms' qualifications and to identify any information deemed by the CEC to be significant to the evaluation. At the conclusion of this meeting, each CEC member shall render his or her final scores for each proposal and submit his or her Proposal Evaluation Form to the City's procurement personnel assigned to work with the CEC.

5.2.1 Procurement staff will combine the evaluation scores submitted by the CEC members and determine the five (5) highest scoring Firms (unless otherwise determined) based on the total evaluation scores received. In the event of a tied score for first through fifth place, all such tied Firms shall be included in the short list.

5.2.2 Short List Recommendation. The procurement staff will forward the CEC's short list recommendation to the City Manager (or designee) (the "Manager"). The Manager, in his or her sole discretion, can either accept or reject the short list recommendation. If the Manager accepts the recommendation, the selection process proceeds as set forth in § 5.2.3 et seq. If the Manager rejects the short list recommendation, he or she, in his or her sole discretion, can proceed in any of the following methods: directing the CEC to re-convene and recommence the evaluation process to address any of the Manager's concerns; pursuing the project by any other alternative method permitted under Florida law; or cancelling this ITB. If the Manager elects to pursue the project by an alternative method or to cancel this ITB, the City will provide public notice of this decision.

5.2.3 Notice of Short List. Once the CEC's short list recommendation has been accepted by the Manager, procurement staff will notify all submitting



Firms of whether or not they appear on the short list and shall provide public notice of the short-listed Firms. The short-listed Firms shall then be invited for interviews before the CEC, which will be scheduled at the CEC's convenience.

**6. INTERVIEWS AND PRESENTATION**

- 6.1 At the scheduled interview, each short-listed Firm shall provide additional information about itself and its operations as may be required by City. This additional information shall include:

6.1.1. References (10 %):

Firms must demonstrate a positive relationship with prior clients on similar projects.

6.1.1.1 Firms shall submit written recommendations from previous owners and discuss their strategy to provide a positive working relationship with City. This strategy must include actual examples of how the Firms have demonstrated their cooperation with other clients. The City reserves the option of contacting any of the references provided to confirm information provided.

6.1.1.2 City staff will provide input on the Firms' past work performance and information from the City evaluation process if available.

6.1.2 Overall Approach and Methodology (30%):

6.1.2.1 Firms shall provide information regarding their knowledge of applicable state and local codes, and of applicable professional standards as an indication of their ability to deliver quality professional services in an effective and timely manner.

6.1.2.2 Firms shall demonstrate verbally and through documentary or graphical information their plans for performing the engineering services, documenting the services to be provided and showing the interrelationship of all parties. As part of their services, Firms shall indicate knowledge and experience in design and construction techniques and the recommendation to create an optimum value in meeting the design and budget requirements.

6.1.2.3 Firms shall present their quality assurance programs. The programs shall illustrate how they will assure professional quality, technical accuracy, and coordination of all services required under their contracts.

6.1.3 Project Team (10%):

Firms shall express the general and specific project related experience and

capability of in-house staff and subconsultants (if any) and their functions as it relates to this project.

6.1.3.1 Organization Chart: Develop an organization chart as it relates to the Project indicating key personnel and their relationship. It shall be understood that it is the intent of the City to insist that those key personnel indicated as the project team in this RFQ response actually performs the work for the Project.

6.1.3.2 If a joint venture, or prime subcontractor arrangement of two (or more) Firms, indicate how the work shall be distributed between the associated Firms. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.

6.1.4 Cost Control (20%)

6.1.4.1 Describe how the Firm develops cost estimates and how they are updated; provide specific examples of successful recommendations implemented to maintain project budgets without sacrificing quality.

6.1.5 Project Scheduling (20%)

6.1.5.1 Firms shall provide their processes for scheduling and managing multiple projects and effectively managing and executing the work in the optimum time. Samples of actual work scheduling multiple major projects are welcome.

6.1.5.2 Firms are encouraged to describe any representative current projects and the projected versus actual schedules for each and how the Firm's project management systems benefit the City.

6.1.6 Engineer of Record Work (10%)

6.1.6.1 Firms shall provide narrative information about how their personnel serve in the role of Engineer of Record for construction projects wherein the construction contract calls for them to perform that role. This information shall include a review of any internal policies or procedures used to document the work and keep the City aware of project issues, opportunities and milestones.

6.1.6.2 Firms shall provide, in narrative form, a review of their performance as Engineer of Record under Construction Manager at Risk contracts with government agencies, and on any Design-Build contracts as provided for in Florida Statutes § 287.055.

## 6.2 Interview

- 6.2.1 The short-listed Firms shall be invited for interviews before the CEC. While only CEC members may participate in evaluating and scoring, additional City staff (including procurement, engineering and other end-user City department officials) may be in attendance and may, with the approval of the CEC chair, be allowed to recommend a question be asked or to provide necessary information to CEC members.
  - 6.2.2 The City's procurement staff will coordinate the availability of CEC members and will schedule separate interviews for each short-listed Firm. As part of its interview, and at the CEC's discretion, each Firm may be invited to make an oral presentation. If any Firm is allowed to make an oral presentation, all other Firms being evaluated by the CEC shall also be allowed equal time to do so.
  - 6.2.3 When the CEC is receiving oral presentations from a Firm or is posing questions to and receiving answers from Firms during this process, these portions of the CEC's meeting shall, pursuant to Florida Statutes § 287.0113(b), be exempt from the Sunshine Law's requirement for public attendance. However, should the CEC invoke this exemption (to protect trade secrets or to preserve the competitive nature of the process), then the City's procurement staff working with the CEC shall ensure the recording and timing requirements set forth in Florida Statutes § 287.0113(c) are followed.
  - 6.2.4 After the CEC has interviewed all the short-listed Firms, the CEC shall reconvene for the CEC members to discuss the interviews and review each presentation. At the end of this discussion, CEC members shall use the Presentation Evaluation Forms (**Exhibit A**) to record their evaluation of each short-listed Firm, and then submit the Presentation Evaluation Forms to the City's procurement staff.
  - 6.2.5 The procurement staff will combine the evaluation scores submitted by all CEC members and determine the CEC's ranking of the short-listed Firms based upon the total scores assigned to each Firm for the presentation stage.
- 6.3 Submittal of recommended highest ranked Firm. The procurement staff will submit the highest ranked Firm recommended by the CEC to the Manager for approval. The Manager, in his or her sole discretion, shall either accept or reject the results of the CEC's ranking recommendation. If the Manager accepts the ranking recommendation, the City's procurement staff, working as necessary with the City's engineering, finance, and other stakeholder departments, and as needed with the City Attorney, shall commence contract negotiations beginning with the top ranked firm first. If the Manager rejects the results of the ranking recommendation, he or she, in his or her sole discretion, shall proceed with any of the following methods: directing the CEC to reconvene and recommence the evaluation and ranking process to address the Manager's concerns; pursuing the project by any other alternative method permitted under Florida law; or cancelling this ITB. If the Manager elects to pursue the project through an alternative method or cancel the ITB, the City will provide public notice of that decision.

## **7.0 EVALUATION COMMITTEE PROCESS:**

- 7.1** A City Evaluation Committee ("CEC") shall be established by the City Manager (or designee). The City Manager (or designee) shall approve the members of the CEC, to include the following:
  - 7.1.1** At least one (1) City staff person with expertise in business and/or finance.
  - 7.1.2** At least one (1) City staff person with expertise in project management.
  - 7.1.3** Such other City staff person(s), attorneys or outside consultants may, as deemed appropriate by the CEC Chair, may also be requested or allowed to attend CEC meetings for the purposes of assisting/advising CEC members, monitoring the evaluation process, or for any other reason determined by the Chair to be in the City's best interests.
  - 7.1.4** Where the Manager determines (due to a lack of in-house expertise, the existence of a cooperative procurement effort, the availability of an individual with unique expertise, the source of project funding, or other good cause) that it is in the City's best interests, an employee of another governmental agency may be asked to serve on the CEC.
  - 7.1.5** CEC members shall not receive any compensation for serving in that role apart from their normal City compensation (as to City employees) or such compensation as they are provided by their employing agency (as to members from other agencies).
  - 7.1.6** The City's procurement staff, working as needed with the City Attorney's Office, will ensure appointed CEC members are informed of the applicability of Florida's Sunshine, Ethics, and Public Records laws apply to their service (including their communications with each other) so as to ensure those laws are complied with by the members. CEC members shall not solicit nor accept anything of value from any Firm or agent of a Firm, including a gift, loan, reward, promise of future employment, favor, or service, and shall report any offers of same to the Manager.
- 7.2** The City's procurement staff assigned to assist the CEC will serve as its clerk, will take minutes of the meetings, and will ensure the CEC's records, meeting notices and minutes, and any meeting audio recordings are maintained with the RFQ's file.
- 7.3** The CEC shall, at its first meeting, select one of its members to serve as Chair. The Chair shall have no distinct authority other than to run the meetings, call for motions and votes, and to ensure the meetings run effectively and efficiently so as to respect everyone's time. The Chair shall be fair to all Firms and so should not grant any significant advantage to one Firm that is not also extended to others. While the CEC's meetings are to be flexible to meet the City's needs, to the extent order is needed, the CEC may apply the current versions of Robert's Rules of Order.
- 7.4** Prior to taking any final action, the CEC Chair shall, in compliance with Florida Statutes § 286.0113(2), call for any comment from persons who may be attending



the public portions of the meeting to make up to two minutes of comment on the proposed action.

- 7.5 The final rankings established by the CEC and approved by the Manager will govern which Firms negotiate in which order with the City to arrive at final Contracts until such time as the City has successfully reached agreement with the desired number of Firms.

## **8. SCHEDULE**

- 8.1 Pre-submittal conference attendance (not mandatory).

It is the Firm's responsibility to become fully informed as to the nature and extent of the services required. The pre-submittal conference will be held at 2:00 p.m. on December 13, 2022, in City Hall at 444 Causeway Blvd, Belleair Beach, Florida 33786. The RFQ will be reviewed and questions will be addressed.

- 8.2 Statements of Qualifications are due in City Hall, 444 Causeway Blvd, Belleair Beach, Florida 33786, directed to the City Clerk, and shall be labeled on the outside envelope Statement of Qualifications Pursuant to RFQ No. 23-01, by 2:00 p.m. on December 20, 2022.

- 8.3 The CEC will convene for its first meeting on 2:00 p.m. on January 4, 2023, to conduct its business. The order of Firm presentation to the CEC will be determined by the City's procurement staff working with responding Firms to coordinate schedules. Final scheduling and presentation order shall be at the City's sole discretion.

- 8.4 The above dates and times are subject to change. All changes will be posted to the City website at <https://www.cityofbelleairbeach.com/procurement/>.

## **9. GENERAL INSTRUCTIONS**

- 9.1 Submit in a sealed envelope in accordance with the requirements contained in the Request for Qualifications (RFQ). Submittals are to be clearly marked with the RFQ number and the Firm's name and address on the outside of the sealed envelope.

- 9.2 Furnish the number of copies as instructed in the RFQ.

- 9.3 The response shall contain manual signature of an authorized representative of the responding Firm.

- 9.4 Submissions received after the deadline set forth in this RFQ will be unopened and not considered. Firms may retrieve unopened submissions within one week after the deadline. Thereafter, unopened late-received submissions will be disposed of by the City.

- 9.5 Firms responding to this RFQ shall be available for presentations and interviews to the CEC.

- 9.6 The contents of a Firm's Statement of Qualifications may become incorporated into, and a part of, its resulting Contract with the City.

- 9.7 Statements of Qualifications must fully respond to and provided all required

documents and information called for in this RFQ including, but not limited to, each item noted in sections 4.3 and 5.0, in the order noted. To assist the City staff's evaluation efforts, Firms must identify each response with a number which corresponds to the number in this RFQ.

- 9.8 Statements of Qualifications must be typed with the exception of physical signatures. All corrections made by submitting Firms prior to the opening shall be initialed and dated by the Firm. No changes or corrections will be allowed after the Statements of Qualifications have been opened.
- 9.9 Questions: Any questions concerning the RFQ should be directed in writing to the following City procurement staff member: Kyle Riefler via email to [kyle.riefler@cityofbelleairbeach.com](mailto:kyle.riefler@cityofbelleairbeach.com). All requests for information shall be submitted no later than seven (7) days prior to the RFQ receipt date. Only the responses of the above-identified City official shall be binding and Firms are advised that no other source of information as to this RFQ is authorized, and no other City official is authorized to explain or interpret the RFQ or to respond to questions related thereto. Responses to all appropriately-submitted questions shall be made by way of the issuance of one or more Addenda/Addendum, which shall be published in the following manner: posted to the City website at <https://www.cityofbelleairbeach.com/procurement/>.
- 9.10 All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the no-lobbying requirement set out below. Direct communication about this RFQ or the eventual Contract between responding Firms or potential responding Firms and the City's employees (including CEC members<sup>0</sup> and elected Council Members, other than the person designated in Section 9.9 above as the point of contact for responders, potential responders, and their agents, is **strictly prohibited**.
- 9.11 Any lobbying by or on behalf of a responder or potential responder will result in rejection of a Statement of Qualifications and disqualification of the offending Firm. Bidders shall refrain from any contact with City Council Members and City staff (including CEC members) regarding their respective responses.
- 9.12 DURING THE PERIOD BETWEEN THE ISSUANCE OF THIS RFQ AND THE AWARD OF ALL CONTRACTS TO RESULT THEREFROM, RESPONDERS OR POTENTIAL RESPONDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSES OR POTENTIAL RESPONSES WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE EXPRESS WRITTEN APPROVAL OF THE PERSON DESIGNATED IN SECTION 9.9 ABOVE.
- 9.13 This provision is not meant to preclude bidders from discussing other, unrelated matters with City Council Members or City staff. This policy is intended to create a level playing field for all potential responders, to assure that contract decisions are made in public, and to protect the integrity of the solicitation process. Its purpose is to stimulate competition, prevent favoritism, and secure the best services, work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners of the City.

10. **TERMS AND CONDITIONS:**

- 10.1. City reserves the right to accept or reject any or all proposals in the best interest of City. The City reserves the right to waive any formalities in the selection process.
- 10.2 It is mutually understood and agreed that the nature, amount, and frequency of the Services shall be determined solely by City and that City does not represent or guarantee unto Firm that any specific amount of services will be requested or required of Firm pursuant to this RFQ.
- 10.3 Proposals which do not comply with these instructions or that do not include the requested data may not be considered.
- 10.4 The successful Firm shall not discriminate against any person in accordance with Federal, State or local law.
- 10.5 It is the sole responsibility of the submitting Firm to ensure proposals are received at the proper place on or before the time and date required, and in the format stated.
- 10.6 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 10.7 The City of Belleair Beach does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability or any other reason prohibited by law.
- 10.8 By submitting a response to this solicitation, the submitting entity is agreeing that it consents to the City contacting any parties referenced in the entity's response including, but not limited to, all project owners and references.
- 10.9 The form of agreement the City intends to use in awarding contracts pursuant to this RFQ is attached hereto as **Exhibit B**. By submitting a response to this solicitation, the submitting entity acknowledges and agrees that, while the negotiation process will allow for requests to revise any portion of the form of agreement, the City does not anticipate, and will not favor, substantial revisions to the terms stated therein.
- 10.10 By submitting a response to this solicitation, the submitting entity acknowledges the lobbying prohibitions set forth herein, agrees to ensure its officers, employees, agents, attorneys, and lobbyists understand these prohibitions, and agrees that should it, or any officer, employee, agent, attorney, or lobbyist on its behalf, violate such prohibitions, the submitting entity shall be disqualified from further consideration.

NOTICE  
PUBLIC ANNOUNCEMENT FOR CONTINUING CONTRACT FOR  
ENGINEERING SERVICES

The City of Belleair Beach, Florida announces that it is seeking qualifications for the provision of Engineering Services under a continuing contract for the project listed below.

PROJECT NAME AND NUMBER:	Engineering Services, RFQ #23-01.
SERVICES TO BE PROVIDED:	All types and manner of professional services related to Engineering, City-wide, as required and directed by the City.
PRE-SUBMITTAL MEETING:	December 13, 2022, at 2:00 p.m., 444 Causeway Blvd., Belleair Beach, Florida 33786. Attendance is not mandatory.
CITY CONTACT:	Kyle Riefler
PROPOSALS ARE TO BE SENT TO:	City of Belleair Beach 444 Causeway Blvd. Belleair Beach, Florida 33786
PROPOSAL DUE DATE:	December 20, 2022 by 2:00 p.m.

Requirements: Interested Firms are required to comply with all requirements of the Request for Qualification (RFQ). A copy of the RFQ and any and all clarifications issued shall be obtained from our web site: <https://www.cityofbelleairbeach.com/procurement/>. Copies of the RFQ may also be picked up at the above address (during the hours of 9 a.m. to 4 p.m.). Furthermore, all Notices concerning this solicitation and award shall be posted to the aforementioned web sites. These Notices shall include, but are not limited to short list meeting dates and times, presentation meeting dates and times, intended decision and decision information.



# EXHIBIT "A"

CEC Signatures

*Kyle Ruff*

Using the ratings noted, Evaluation Committee shall provide a numerical evaluation of the qualifying elements. Tabulation of all entries will provide a ranking of all applicants.

## Scale

Rate each applicant on a scale from 1 (lowest) to 20 (highest)

APPLICANTS	COMPLIANCE				INITIAL SCREENING							INTERVIEW AND PRESENTATION							
	TYPE OF BUSINESS	REQUIRED VALID LICENSE	YEARS IN BUSINESS	REQUIRED REFERENCES SUBMITTED	RELATED EXPERIENCE	PROPOSED PROJECT STAFF & FUNTION	WORKLOAD	EQUITABLE DISTRIBUTION	FINANCIAL CAPABILITIES AND COST CONTROL MEASURES	ABILITY TO PERFORM	LOCAL STATUS SMALL/ DISADVANTAGED BUSINESS	TOTAL INITIAL SCREENING	REFERENCES	OVERALL APPROACH & METHODOLOGY	PROJECT TEAM	COST CONTROL	PROJECT SCHEDULING	ENGINEER OF RECORD WORK	TOTAL INTERVIEW AND PRESENTATION
					35%	20%	5%	5%	15%	10%	10%	100%	10%	30%	10%	20%	20%	10%	100%
KIMLEY HORN					15	17	15	20	20	20	15		20.00	18.00	18.00	18.00	18.00	18.00	
					5.25	3.40	0.75	1.00	3.00	2.00	1.50	16.90	2.00	5.40	1.80	3.60	3.60	1.80	18.20
ADVANCED ENGINEERING & DESIGN					16	18	15	20	16	20	20		20.00	19.00	17.00	18.00	18.00	18.00	
					5.60	3.60	0.75	1.00	2.40	2.00	2.00	17.35	2.00	5.70	1.70	3.60	3.60	1.80	18.40
GEMINI ENGINEERING & SCIENCES					20	20	15	20	20	20	20		20.00	18.00	19.00	19.00	19.00	19.00	
					7.00	4.00	0.75	1.00	3.00	2.00	2.00	19.75	2.00	5.40	1.90	3.80	3.80	1.90	18.80
CRIBB PHILBECK & WEAVER GROUP					17	18	15	20	18	20	15		20.00	18.00	18.00	19.00	20.00	18.00	
					5.95	3.60	0.75	1.00	2.70	2.00	1.50	17.50	2.00	5.40	1.80	3.80	4.00	1.80	18.80
TRANSYSTEMS					18	19	15	16	16	20	0		20.00	18.00	19.00	17.00	17.00	19.00	
					6.30	3.80	0.75	0.80	2.40	2.00	0.00	16.05	2.00	5.40	1.90	3.40	3.40	1.90	18.00
STANTEC					16	18	15	20	19	10	10		20.00	19.00	19.00	17.00	18.00	18.00	
					5.60	3.60	0.75	1.00	2.85	1.00	1.00	15.80	2.00	5.70	1.90	3.40	3.60	1.80	18.40

no changes  
HG

**Exhibit B**

**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**THE CITY OF BELLEAIR BEACH, FLORIDA**

**and**

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CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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## **TABLE OF SCHEDULES**

<b>Schedule A:</b>	<b>Work Authorization Form</b>
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<b>Schedule C:</b>	<b>Rate Schedule</b>
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## **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 (which date shall serve as the Effective Date notwithstanding the actual date(s) of execution by the Parties), by and between the City of Belleair Beach, a Florida municipal corporation, (hereinafter referred to as the "OWNER"), and \_\_\_\_\_, a \_\_\_\_\_ authorized to conduct business in the State of Florida, whose business address is \_\_\_\_\_ (hereinafter referred to as the "DESIGN PROFESSIONAL").

### **EXORDIAL CLAUSES:**

**WHEREAS**, it is in the best interests of OWNER to be able to obtain professional engineering services expeditiously when a need arises in connection with a study, plan review or a partial or complete City of Belleair Beach construction, repair, or renovation projects; and

**WHEREAS**, Florida Statutes § 287.055 (the Consultant's Competitive Negotiation Act or CCNA), permits an agency to enter into a "continuing contract" with a firm to provide professional services including architectural and engineering services; and

**WHEREAS**, OWNER has solicited for such services and has selected DESIGN PROFESSIONAL in accordance with the provisions of CCNA, which will provide professional engineering services as directed by OWNER for such projects and tasks as may be required by OWNER from time to time during the term of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

### **ARTICLE 1. - DESIGN PROFESSIONAL'S Responsibility**

1.1 From time to time upon the request or direction of OWNER as hereinafter provided, DESIGN PROFESSIONAL shall provide to OWNER professional engineering services (hereinafter the "Services") in accordance with the Florida Statutes as herein set forth. All Services to be provided by DESIGN PROFESSIONAL pursuant to this Agreement shall be in conformance with the scope of services, which shall be described in a Work Authorization issued pursuant to the procedures described herein. The form of the Work Authorization is set forth in attached **Schedule A**. Any deviation from the scope of services set forth in the Work Authorization must be brought to OWNER'S attention in writing by DESIGN PROFESSIONAL and all such deviations must be expressly approved by OWNER in writing.

1.1.1 All Services must be authorized in writing by OWNER in the form of a Work Authorization. DESIGN PROFESSIONAL shall not provide any Services to OWNER unless and to the extent they are required in a written Work Authorization. Any Services provided by DESIGN PROFESSIONAL without a written Work Authorization shall be at DESIGN PROFESSIONAL'S own risk and OWNER shall have no liability for such Services.

- 1.1.2 As OWNER identifies certain Services it wishes DESIGN PROFESSIONAL to provide pursuant to the terms of this Agreement, OWNER shall request a proposal from DESIGN PROFESSIONAL for such Services, said proposal to be in compliance with the terms of this Agreement, and which shall confirm DESIGN PROFESSIONAL'S availability to perform the work and the proposed scope of work to be performed based on the OWNER'S request. If the OWNER does not object or seek modification to the proposal, a Work Authorization shall be prepared which incorporates the terms of the proposal and DESIGN PROFESSIONAL will then be obligated to perform the work and provide the Services as set forth in the Work Authorization, and in conformance with the terms of this Agreement.
- 1.1.3 Upon execution of a Work Authorization as aforesaid, DESIGN PROFESSIONAL agrees to promptly provide the Services required thereby, in accordance with the terms of this Agreement and the subject Work Authorization.
- 1.1.4 It is mutually understood and agreed that the nature, amount and frequency of the Services shall be determined solely by OWNER and that OWNER does not represent or guarantee unto DESIGN PROFESSIONAL that any specific amount of Services will be requested or required of DESIGN PROFESSIONAL pursuant to this Agreement.
- 1.1.5 DESIGN PROFESSIONAL shall have no authority to act as the agent of OWNER under this Agreement or to obligate OWNER in any manner or way absent express written approval from the OWNER to do so.
- 1.1.6 All duly-executed Work Authorizations are hereby incorporated into and made a part of this Agreement by reference.
- 1.2 DESIGN PROFESSIONAL agrees to obtain and maintain throughout the term of this Agreement all such licenses as are required to do business in the State of Florida and in Pinellas County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by DESIGN PROFESSIONAL pursuant to this Agreement.
- 1.3 DESIGN PROFESSIONAL agrees that, when the Services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such Services, it shall employ, retain, and assign only qualified personnel to provide such Services.
- 1.4 DESIGN PROFESSIONAL hereby designates \_\_\_\_\_ as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), with full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Agreement. For each Work Authorization DESIGN PROFESSIONAL will designate in writing an individual to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"). The Representative is authorized and responsible to act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating, and



administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Agreement, DESIGN PROFESSIONAL acknowledges that the Representative has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to the Work Authorization. DESIGN PROFESSIONAL agrees that the Principal in Charge and the Representatives shall devote whatever time is required to satisfactorily manage the Services to be provided and performed by DESIGN PROFESSIONAL under the Work Authorization. Further, DESIGN PROFESSIONAL agrees that the Principal in Charge and the Representatives shall not be removed by DESIGN PROFESSIONAL without OWNER'S prior approval, and if so, removed must be immediately replaced with a person acceptable to OWNER, which approval and acceptance shall not be unreasonably withheld by OWNER.

- 1.5 DESIGN PROFESSIONAL agrees that its senior staff, subconsultants and subcontractors who will perform any Services under this Agreement are subject to OWNER'S reasonable approval. Attached hereto as **Schedule B** is a listing of DESIGN PROFESSIONAL'S senior staff, subconsultants and subcontractors who have been assigned to provide the services required under this Agreement. None of the senior staff, subconsultants and subcontractors identified in **Schedule B** shall be removed by DESIGN PROFESSIONAL without OWNER'S prior approval (such approval not to be unreasonably withheld), and if so, removed shall be immediately replaced with a person or firm reasonably acceptable to OWNER. DESIGN PROFESSIONAL further agrees, within fourteen (14) calendar days of receipt of a written request from OWNER, to promptly remove and replace the Representative, or any other personnel employed or retained by DESIGN PROFESSIONAL, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by DESIGN PROFESSIONAL to provide and perform any of the Services pursuant to the requirements of this Agreement, whom OWNER shall request in writing to be removed, which request may be made by OWNER with or without cause. If DESIGN PROFESSIONAL is required to remove and replace a subconsultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Work Authorization to which such subcontractor or subconsultant may have been assigned.
- 1.6 DESIGN PROFESSIONAL represents to OWNER that it has expertise in the type of professional engineering services that will be required under this Agreement. Drawings shall be prepared in electronic AutoCAD format and the Project Manual shall be prepared as an electronic Word document per OWNER'S standards. By execution of this Agreement and each subsequent Work Authorization issued hereafter, if any, DESIGN PROFESSIONAL acknowledges it has received the most recent version of the OWNER'S standards as of the date of this Agreement or such subsequent Work Authorization and will follow, observe, and design in accordance with the standards, requirements and conventions set forth therein. The DESIGN PROFESSIONAL agrees that all Services to be provided by DESIGN PROFESSIONAL pursuant to this Agreement shall be subject to OWNER'S reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Services to be provided and performed by DESIGN PROFESSIONAL hereunder. In the event of any conflicts in these requirements, DESIGN PROFESSIONAL shall promptly notify

OWNER of such conflict in writing and utilize its best professional judgment to resolve the conflict. OWNER'S approval of any design documents in no way relieves DESIGN PROFESSIONAL of its obligation to deliver complete and accurate documents necessary for successful completion of the subject project pursuant to the Work Authorization.

- 1.7 DESIGN PROFESSIONAL agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER'S prior written consent, or unless incident to the proper performance of DESIGN PROFESSIONAL'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by DESIGN PROFESSIONAL hereunder, and DESIGN PROFESSIONAL shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. This prohibition includes, but is not limited to, those exemptions is the Florida Public Records Act associated with public facilities and security systems.
- 1.8 DESIGN PROFESSIONAL acknowledges that OWNER may contract with a construction manager or contractor who, if retained, shall be responsible for any construction identified in the Work Authorization (hereinafter referred to as "CONSTRUCTION CONTRACTOR"). If CONSTRUCTION CONTRACTOR is retained, DESIGN PROFESSIONAL agrees to cooperate with CONSTRUCTION CONTRACTOR with respect to CONSTRUCTION CONTRACTOR'S delivery of its work and services to OWNER. Also, in such event, DESIGN PROFESSIONAL agrees to incorporate, whenever reasonably practicable and consistent with good design, and after OWNER'S written approval, all suggestions or recommendations timely made by CONSTRUCTION CONTRACTOR with respect to any design set forth in the Work Authorization.
- 1.9 DESIGN PROFESSIONAL agrees, for both itself and all of its subconsultants and subcontractors, to comply with all of OWNER'S rules and regulations with respect to safety and security at the OWNER'S facilities, including OWNER'S drug program, as said rules and regulations may be modified and amended by OWNER from time to time.
  - 1.9.1 DESIGN PROFESSIONAL expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, DESIGN PROFESSIONAL shall comply with any rules or regulations implemented by OWNER in order to comply with the Jessica Lunsford Act.
  - 1.9.2 DESIGN PROFESSIONAL certifies that no person or subconsultant will be assigned to work on any work pursuant to this contract that pose any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of OWNER. Further, DESIGN PROFESSIONAL agrees to hold harmless OWNER and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor or property of OWNER by DESIGN PROFESSIONAL'S employees or subconsultants assigned to do work pursuant to this contract.
- 1.10 OWNER may have one or more representatives visit the site of the Project from time to



time, or on a full-time basis, and DESIGN PROFESSIONAL shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve DESIGN PROFESSIONAL from any of its duties or obligations hereunder.

- 1.11 DESIGN PROFESSIONAL shall be responsible for obtaining and reviewing all geological reports obtained by OWNER with respect to the Project. DESIGN PROFESSIONAL'S design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event DESIGN PROFESSIONAL has any questions or concerns about the contents of any such reports, DESIGN PROFESSIONAL shall notify OWNER in writing within 3 days of DESIGN PROFESSIONAL'S receipt of any such geological reports. DESIGN PROFESSIONAL and OWNER will attempt to mutually resolve any such questions or concerns.

## ARTICLE 2. - OWNER'S RESPONSIBILITIES

- 2.1 For each Work Authorization, OWNER shall designate in writing a project coordinator to act as OWNER'S representative with respect to the Services to be rendered under the Work Authorization (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to DESIGN PROFESSIONAL'S Services under the Work Authorization. However, except as may be otherwise expressly authorized in writing by the OWNER, neither the Project Manager nor any other party is authorized to issue any verbal or written orders or instructions to DESIGN PROFESSIONAL that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of Services to be provided and performed by DESIGN PROFESSIONAL as set forth in the Work Authorization; (2) the time DESIGN PROFESSIONAL is obligated to complete all such Services as set forth in the Work Authorization or in the Schedule submitted and approved pursuant to this Agreement; or (3) the amount of compensation OWNER is obligated or committed to pay DESIGN PROFESSIONAL as set forth in the Work Authorization. Any additional services must be approved in writing in the form of a written and executed amendment to this Agreement or applicable Work Authorization prior to starting such services. OWNER will not be responsible for the costs of Additional Services commenced without its express prior written approval. Failure to obtain prior written approval for Additional Services waives DESIGN PROFESSIONAL'S claim that it performed Additional Services and instead such services will be deemed to be part of the Basic Services required of DESIGN PROFESSIONAL hereunder.
- 2.2 OWNER shall provide, if available, all criteria and information requested by DESIGN PROFESSIONAL as to OWNER'S requirements for the Services specified in the Work Authorization, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations, which may impact the scope of Services.
- 2.3 Upon request from DESIGN PROFESSIONAL, OWNER will assist DESIGN PROFESSIONAL by making available to DESIGN PROFESSIONAL all reasonably available information in OWNER'S possession pertinent to the Services specified in the Work Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction set forth



in the Work Authorization.

- 2.4 OWNER shall arrange for access to and make all provisions for DESIGN PROFESSIONAL to enter the site set forth in the Work Authorization (if any) to perform the Services to be provided by DESIGN PROFESSIONAL under this Agreement. DESIGN PROFESSIONAL acknowledges that such access may be provided during times that are not the normal business hours of DESIGN PROFESSIONAL.
- 2.5 OWNER shall provide written notice to DESIGN PROFESSIONAL of any deficiencies or defects discovered by OWNER with respect to the Services to be rendered by DESIGN PROFESSIONAL hereunder.
- 2.6 Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Additional Services or changes to this Agreement) to be provided by OWNER or some notice, report or document is to be provided to OWNER, such reference to "OWNER" shall mean OWNER, OWNER'S staff, or OWNER'S designee, unless otherwise stated.

### ARTICLE 3. - TIME

- 3.1 Prior to or within ten (10) days of receiving a written Work Authorization by OWNER to perform Services hereunder for a particular project ("Project"), DESIGN PROFESSIONAL agrees to submit to and establish with OWNER a computer-generated bar graph time schedule ("Schedule") for the performance of such Services, same to be based on the scope of Services to be provided with respect to the Project. Said Schedule shall be of a form and content satisfactory to OWNER. Services to be rendered by DESIGN PROFESSIONAL shall be commenced, performed and completed in accordance with the Work Authorization and the Schedule. Time is of the essence with respect to the performance of this Agreement.
- 3.2 Should DESIGN PROFESSIONAL be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of DESIGN PROFESSIONAL, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then DESIGN PROFESSIONAL shall notify OWNER in writing within three (3) business days (unless OWNER expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which DESIGN PROFESSIONAL may have had to request a time extension.
  - 3.2.1 The term "business day" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by OWNER.
- 3.3 Unless otherwise expressly provided for in the Work Authorization, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of DESIGN PROFESSIONAL'S Services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve DESIGN PROFESSIONAL of its duty to perform or give rise to any right to damages or additional compensation from OWNER. DESIGN PROFESSIONAL expressly acknowledges and



agrees that it shall receive no damages for delay. DESIGN PROFESSIONAL'S sole remedy, if any, against OWNER will be the right to seek an extension of time to its Schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault and neglect of DESIGN PROFESSIONAL, the services to be provided hereunder have been delayed for a total of six months, DESIGN PROFESSIONAL'S compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by DESIGN PROFESSIONAL, if any, as a result of such delays.

- 3.4 Should DESIGN PROFESSIONAL fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to OWNER hereunder, OWNER at its sole discretion and option may withhold any and all payments due and owing to DESIGN PROFESSIONAL until such time as DESIGN PROFESSIONAL resumes performance of its obligations hereunder in such a manner so as to establish to OWNER'S satisfaction that DESIGN PROFESSIONAL'S performance is or will shortly be back on schedule.
- 3.5 The initial term of this Agreement shall be for one (1) year starting from the Effective Date. Notwithstanding anything herein to the contrary, this Agreement will be renewed automatically for additional one (1) year terms for up to an additional four (4) terms.

#### ARTICLE 4. - COMPENSATION

- 4.1 Compensation and the manner of payment of such compensation by OWNER for Services rendered hereunder by DESIGN PROFESSIONAL shall be as prescribed in each written Work Authorization. DESIGN PROFESSIONAL agrees to furnish to OWNER, after the end of each calendar month, or as specified in the Work Authorization, a comprehensive and itemized statement of charges for the Services performed and rendered by DESIGN PROFESSIONAL during that time period, and for any OWNER authorized reimbursable expenses as herein below defined, incurred and/or paid by DESIGN PROFESSIONAL during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by OWNER. All such statements shall indicate the Agreement Number, Work Authorization Number, Purchase Order Number and Project Site description (including facility name).
- 4.2 The compensation (whether based upon lump sum, hourly, hourly with a cap or some other agreed to format) contained in each separate Work Authorization shall be based on the hourly rates as set forth and identified in **Schedule C**, which is attached hereto, for the time reasonably expended by DESIGN PROFESSIONAL'S personnel in performing the Services. The Rate Schedule shall be updated by mutual agreement on a yearly basis, in conjunction with the annual renewal of this Agreement provided for in paragraph 3.5 above.
- 4.3 OWNER agrees to reimburse DESIGN PROFESSIONAL for all necessary and reasonable reimbursable expenses incurred or paid by DESIGN PROFESSIONAL in connection with DESIGN PROFESSIONAL'S performance of the Services, at its direct



cost with no markup, to the extent such reimbursement is permitted in the Work Authorization. For the purposes hereof, the term "reimbursable expenses" shall be deemed to include the following:

- 4.3.1 All necessary fees paid by DESIGN PROFESSIONAL to governmental authorities, having jurisdiction over any Project specified in a Work Authorization, for securing required approval of the Project or any part of it.
- 4.3.2 Travel expenses incurred or paid by DESIGN PROFESSIONAL for necessary travel by any principal or employee of DESIGN PROFESSIONAL outside of Pinellas County, Florida, in connection with the performance of the Services. Such travel expenses are to be limited to the amounts established by Florida law for travel by employees of OWNER.
- 4.3.3 The direct cost to DESIGN PROFESSIONAL for copying/ reproduction of plans and other documents required in connection with any Project specified in the Work Authorization.
- 4.3.4 DESIGN PROFESSIONAL shall obtain the prior written approval of OWNER before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, no expenses incurred by DESIGN PROFESSIONAL will be deemed to be a reimbursable expense.
- 4.4 DESIGN PROFESSIONAL shall bear and pay all overhead and other expenses, except for the reimbursable expenses specified and defined above, incurred by DESIGN PROFESSIONAL in the performance of the Services.
- 4.5 Prior to authorizing DESIGN PROFESSIONAL to provide any Services or to incur any reimbursable expenses under a Work Authorization pursuant to this Agreement, OWNER shall request that DESIGN PROFESSIONAL in writing advise OWNER of (i) the estimated time of DESIGN PROFESSIONAL'S personnel and the estimated fees thereof for the proposed work to be specified in the Work Authorization; and (ii) the estimated charge to OWNER for the reimbursable expenses applicable to the contemplated Services to be performed by DESIGN PROFESSIONAL under the proposed Work Authorization. DESIGN PROFESSIONAL shall promptly supply such estimate to OWNER based on DESIGN PROFESSIONAL'S good faith analysis.
- 4.6 DESIGN PROFESSIONAL agrees that, with respect to any subconsultant or subcontractor to be utilized by DESIGN PROFESSIONAL on any particular Work Authorization, DESIGN PROFESSIONAL shall be limited to a maximum markup of \_\_ % on the fees and expenses associated with such subconsultants and subcontractors.

#### ARTICLE 5. - OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY

- 5.1 All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical



data, and schematics prepared or developed by or for DESIGN PROFESSIONAL, or otherwise provided to OWNER, pursuant to this Agreement shall be Project Documents. To the extent they have any such rights, DESIGN PROFESSIONAL and its consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.

- 5.2 DESIGN PROFESSIONAL shall grant, and hereby does grant, OWNER an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the DESIGN PROFESSIONAL has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as OWNER reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project.
- 5.3 DESIGN PROFESSIONAL shall obtain from each of DESIGN PROFESSIONAL'S consultants, subconsultants, contractors, subcontractors, and representatives (jointly DESIGN PROFESSIONAL'S Consultants) either an assignment from the Consultant to OWNER of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from DESIGN PROFESSIONAL'S Consultant to OWNER, granting OWNER the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the DESIGN PROFESSIONAL'S Consultant has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as OWNER reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project.
- 5.4 DESIGN PROFESSIONAL shall grant, and hereby does grant, OWNER, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license (i) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document, and (ii) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by DESIGN PROFESSIONAL or DESIGN PROFESSIONAL'S Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.
- 5.5 All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any reason. In the event of any such termination, DESIGN PROFESSIONAL hereby consents to any use of any and all Project Documents by any replacement architects, contractors, engineers or other professionals retained by OWNER; provided, however, DESIGN PROFESSIONAL shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals and OWNER agrees to indemnify

and hold DESIGN PROFESSIONAL harmless from any such liability.

- 5.6 DESIGN PROFESSIONAL, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by OWNER to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights OWNER has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to OWNER.
- 5.7 DESIGN PROFESSIONAL shall, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by the OWNER, provide to OWNER (i) reproducible copies of all Project Documents, (ii) written copies of all licenses and assignments obtained by DESIGN PROFESSIONAL from DESIGN PROFESSIONAL'S Consultants pursuant to section 6.3, and (iii) a written license from DESIGN PROFESSIONAL to OWNER pursuant to section 6.2. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. DESIGN PROFESSIONAL shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify OWNER in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by DESIGN PROFESSIONAL, the hard paper copy shall control.
- 5.8 OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein or pursuant to this Agreement to another party without the prior written agreement of the DESIGN PROFESSIONAL; provided, however, that OWNER may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project without DESIGN PROFESSIONAL'S prior consent. Further, OWNER shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Project Documents as appropriate to and for use in connection with the completion of the Project or OWNER'S exercise of any right or license granted herein or pursuant to this Agreement.
- 5.9 DESIGN PROFESSIONAL hereby represents and warrants that all Project Documents, architectural works, or other works developed, authored, or provided to the OWNER pursuant to this Agreement shall be original in the DESIGN PROFESSIONAL or the DESIGN PROFESSIONAL'S Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. Furthermore, to the fullest extent permitted by law, DESIGN PROFESSIONAL shall indemnify, protect and hold harmless OWNER, its officers, directors, contractors and employees of any of them (collectively "Indemnitees") from and against all costs, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Project Document, architectural work, or other work developed or authored by DESIGN PROFESSIONAL or DESIGN PROFESSIONAL'S consultants, or provided to the OWNER by DESIGN PROFESSIONAL, pursuant to this Agreement infringes any



intellectual property right, including without limitation copyright, of any person. This indemnification shall be deemed part of the Project specifications and to fully comply with Section 725.06, Florida Statutes, including any amendments thereto, in all respects. If any word, clause or provision of this section 5.9 is determined not to be in compliance with Section 725.06, Florida Statutes, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this indemnification obligation comply fully with Section 725.06, Florida Statutes, including any amendments, in all respects. Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

#### ARTICLE 6. - MAINTENANCE OF RECORDS

- 6.1 DESIGN PROFESSIONAL shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by DESIGN PROFESSIONAL for a minimum of three (3) years from the date of termination of this Agreement or the date the Work Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.
- 6.2 The records specified above in paragraph 6.1 include accurate time records, which DESIGN PROFESSIONAL agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of DESIGN PROFESSIONAL in performing the Services and therein specifying the services performed by each, with all such time records to be kept within one-half of an hour. At the request of OWNER, or as specified in the Work Authorization, DESIGN PROFESSIONAL shall furnish to OWNER any of the aforesaid time records, as well as invoices or proofs showing DESIGN PROFESSIONAL'S incurrence and/or payment of any reimbursable expenses.

#### ARTICLE 7. - INDEMNIFICATION

- 7.1 Indemnification, Preservation of Immunity. Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such



defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Pursuant to Florida Statutes § 725.06(1), the indemnification provided for above shall be limited to the insurance limits set forth in Article 8 of this Agreement. Nothing herein shall be interpreted as a waiver by the OWNER of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the OWNER expressly reserves these rights to the full extent allowed by law.

#### ARTICLE 8. - INSURANCE

- 8.1 During the term of this Agreement DESIGN PROFESSIONAL shall provide, pay for, and maintain, with companies satisfactory to OWNER, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by DESIGN PROFESSIONAL, DESIGN PROFESSIONAL has delivered to OWNER properly executed Certificates of Insurance, using the modified ACCORD form which is attached hereto as Schedule D, evidencing the fact that DESIGN PROFESSIONAL has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to OWNER, on a timely basis, if requested by OWNER. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given OWNER of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. DESIGN PROFESSIONAL shall also notify OWNER, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by DESIGN PROFESSIONAL from its insurer, and nothing contained herein shall relieve DESIGN PROFESSIONAL of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, DESIGN PROFESSIONAL shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of DESIGN PROFESSIONAL shall be primary to any insurance or self-insurance program carried by OWNER applicable to this Agreement.
- 8.2 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:
- 8.2.1 The term "City of Belleair Beach" shall include the all Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of the OWNER.
  - 8.2.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by DESIGN PROFESSIONAL



to meet the requirements of this Agreement shall name OWNER as that name is defined in subparagraph 8.2.1, above, as an additional insured as to the operations of DESIGN PROFESSIONAL under this Agreement and shall contain a severability of interests provisions.

- 8.2.3 Companies issuing the insurance policy or policies shall have no recourse against OWNER for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of DESIGN PROFESSIONAL.
  - 8.2.4 All insurance coverages of DESIGN PROFESSIONAL shall be primary to any insurance or self-insurance program carried by OWNER applicable to this Agreement, and the "Other Insurance" provisions of any policies obtained by DESIGN PROFESSIONAL shall not apply to any insurance or self-insurance program carried by OWNER applicable to this Agreement.
  - 8.2.5 The Certificates of Insurance, which are to be provided pursuant to paragraph 8.1 above, must identify the specific project name, as well as the site location and address.
  - 8.2.6 All insurance policies shall be fully performable in Pinellas County, Florida, and shall be construed in accordance with the laws of the State of Florida.
  - 8.2.7 All insurance policies to be provided by DESIGN PROFESSIONAL pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Pinellas County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Pinellas County.
- 8.3 The acceptance by OWNER of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by OWNER that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.
  - 8.4 Before starting and until completion of all Services required hereunder, DESIGN PROFESSIONAL shall procure and maintain insurance of the types and to the limits specified in **Schedule E**, "Insurance Coverage", which is attached hereto and made a part hereof. DESIGN PROFESSIONAL shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's Services, insurance of the types and to the limits specified in **Schedule E**, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by OWNER.
  - 8.5 If any insurance provided pursuant to this Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by OWNER, certified, true copies of the renewal policies, shall be furnished to OWNER thirty (30) days prior to the date of expiration.

- 8.6 Should at any time DESIGN PROFESSIONAL not maintain the insurance coverages required in this Agreement, OWNER may cancel the Agreement and any Work Authorizations issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge DESIGN PROFESSIONAL for such coverages purchased. If DESIGN PROFESSIONAL fails to reimburse OWNER for such costs within thirty (30) days after demand, OWNER has the right to offset these costs from any amount due DESIGN PROFESSIONAL under this Agreement. OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of OWNER to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.
- 8.7 DESIGN PROFESSIONAL, its subconsultants and OWNER shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by OWNER, except such rights as they may have to the proceeds of such insurance held by any of them.
- 8.8 All insurance companies from whom DESIGN PROFESSIONAL obtains the insurance policies required hereunder must meet the following minimum requirements:
- 8.8.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
  - 8.8.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.
  - 8.8.3 The insurance company must have an A. M. Best policyholder rating of either "A+", "A", or "A-".
  - 8.8.4 The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

#### ARTICLE 9. - SERVICES BY DESIGN PROFESSIONAL'S OWN STAFF

- 9.1 The Services to be performed hereunder shall be performed by the staff, subconsultants and subcontractors identified in Schedule B, unless otherwise authorized in writing by OWNER. The employment of, contract with, or use of the services of any other person or firm by DESIGN PROFESSIONAL, as independent consultant or otherwise, shall be subject to the prior written approval of OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against OWNER beyond such as may otherwise exist without regard to this Agreement.

#### ARTICLE 10. - WAIVER OF CLAIMS



- 10.1 DESIGN PROFESSIONAL'S acceptance of final payment for Services provided under any Work Authorization shall constitute a full waiver of any and all claims, by it against OWNER arising out of the Work Authorization or otherwise related to those Services, except those previously made in writing and identified by DESIGN PROFESSIONAL as unsettled at the time of the final payment. Neither the acceptance of DESIGN PROFESSIONAL'S Services nor payment by OWNER shall be deemed to be a waiver of any of OWNER'S rights against DESIGN PROFESSIONAL.

#### ARTICLE 11. - TERMINATION OR SUSPENSION

- 11.1 This Agreement is a "continuing contract" as that term is defined in section 287.055, Florida Statutes, for the services of DESIGN PROFESSIONAL. It is agreed that either party hereto shall at any and all times have the right and option to terminate this Agreement by giving to the other party not less than sixty (60) days' prior written notice of such termination. Upon this Agreement being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Agreement subsequent to the date of termination, except that Services specified to be performed under a previously issued Work Authorization, shall proceed to completion under the terms of this Agreement.
- 11.2 DESIGN PROFESSIONAL shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement and any Work Authorizations in effect, in whole or in part, as further set forth herein, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Work Authorization(s), or (b) failure to properly and timely perform the Services to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by DESIGN PROFESSIONAL or by any of DESIGN PROFESSIONAL'S principals, partners, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) otherwise materially breaches this Agreement. OWNER may so terminate this Agreement, in whole or in part, by giving DESIGN PROFESSIONAL five (5) business days written notice.
- 11.3 If, after notice of termination of this Agreement as provided for in paragraph 11.2 above, it is determined for any reason that DESIGN PROFESSIONAL was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against DESIGN PROFESSIONAL provided for in paragraph 11.2, then the notice of termination given pursuant to paragraph 11.2 shall be deemed to be the notice of termination provided for in paragraph 11.4 below and DESIGN PROFESSIONAL'S remedies against OWNER shall be the same as and limited to those afforded DESIGN PROFESSIONAL under paragraph 11.4 below.
- 11.4 Notwithstanding anything herein to the contrary (including the provisions of paragraph 11.1 above), OWNER shall have the right to terminate this Agreement and any Work Authorization(s) in effect, in whole or in part, without cause upon five (5) business days written notice to DESIGN PROFESSIONAL. In the event of such termination for convenience, DESIGN PROFESSIONAL'S recovery against OWNER shall be limited to that portion of DESIGN PROFESSIONAL'S compensation earned through the date of termination, for any Work Authorizations so cancelled, together with any retainage withheld and any costs reasonably incurred by DESIGN PROFESSIONAL that are directly



attributable to the termination, but DESIGN PROFESSIONAL shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profit on Services not required to be performed.

- 11.5 Upon termination, DESIGN PROFESSIONAL shall deliver to OWNER, as set forth in paragraph 5.1 herein, all papers, records, documents, Auto CADD files, drawings, calculations, models, and other materials in DESIGN PROFESSIONAL'S possession or control arising out of or relating to this Agreement.
- 11.6 OWNER shall have the authority to suspend all or any portions of the Services to be provided by DESIGN PROFESSIONAL hereunder upon giving DESIGN PROFESSIONAL two (2) business days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended, DESIGN PROFESSIONAL'S sole and exclusive remedy shall be to seek an extension of time to its schedule subject to the procedures set forth in Article 3 herein.

#### ARTICLE 12. - SECURING AGREEMENT/PUBLIC ENTITY CRIMES

- 12.1 DESIGN PROFESSIONAL warrants that DESIGN PROFESSIONAL has not employed or retained any company or person, other than a bona fide employee working solely for DESIGN PROFESSIONAL, to solicit or secure this Agreement and that DESIGN PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DESIGN PROFESSIONAL, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, DESIGN PROFESSIONAL shall sign and deliver to OWNER the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule F. DESIGN PROFESSIONAL'S compensation shall be adjusted to exclude any sums by which OWNER determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 12.2 By its execution of this Agreement, DESIGN PROFESSIONAL acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with the public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

#### ARTICLE 13. - CONFLICT OF INTEREST



- 13.1 DESIGN PROFESSIONAL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. DESIGN PROFESSIONAL further represents that no persons having any such interest shall be employed to perform those Services.

#### ARTICLE 14. - MODIFICATION

- 14.1 No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by an authorized representative of the party or parties intended to be bound by it.

#### ARTICLE 15. - NOTICES AND ADDRESS OF RECORD

- 15.1 All notices required or made pursuant to this Agreement to be given by DESIGN PROFESSIONAL to OWNER must be in writing and must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, to the addresses below. Notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday.

City of Belleair Beach  
444 Causeway Blvd.  
Belleair Beach, Florida 33786  
Attention: \_\_\_\_\_

With a copy to:

Design Professional  
[address]  
[address]

- 15.2 Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

#### ARTICLE 16. - MISCELLANEOUS

- 16.1 DESIGN PROFESSIONAL, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a fiduciary relationship of the highest trust, confidence, and fair dealing.
- 16.2 No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
- 16.3 This Agreement is not assignable, in whole or in part, by DESIGN PROFESSIONAL

without the prior written consent of OWNER.

- 16.4 Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 16.5 Immigration Compliance; E-Verify. DESIGN PROFESSIONAL acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The DESIGN PROFESSIONAL'S employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The DESIGN PROFESSIONAL shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1<sup>st</sup> 2021, DESIGN PROFESSIONAL shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. DESIGN PROFESSIONAL'S contract with the OWNER cannot be renewed unless, at the time of renewal, DESIGN PROFESSIONAL certifies in writing to the OWNER that it has registered with and uses the E-Verify system. If DESIGN PROFESSIONAL enters into a contract with a subcontractor, the subcontractor must provide the DESIGN PROFESSIONAL with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and DESIGN PROFESSIONAL shall maintain a copy of such affidavit for the duration of the contract. If DESIGN PROFESSIONAL develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) DESIGN PROFESSIONAL shall terminate the contract with the subcontractor. If the OWNER develops a good faith belief that DESIGN PROFESSIONAL has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) OWNER shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.
- 16.6 Attorney Fees. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).
- 16.7 No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the AGREEMENT;
- b. Provide the public with access to the public records under the same terms and conditions that the OWNER would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for public records and transfer, at no cost, to the OWNER, all public records in possession of the DESIGN PROFESSIONAL, upon termination or completion of the AGREEMENT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the DESIGN PROFESSIONAL agrees that all records stored electronically must be provided to the OWNER in a format that is compatible with the information technology systems of the OWNER. The DESIGN PROFESSIONAL shall promptly provide the OWNER with a copy of any request to inspect or copy public records that the DESIGN PROFESSIONAL receives and a copy of the DESIGN PROFESSIONAL'S response to each request. The DESIGN PROFESSIONAL understands and agrees that failure to provide access to the public records is a material breach of this AGREEMENT and grounds for termination.

**IF THE DESIGN PROFESSIONAL HAS QUESTIONS  
REGARDING THE APPLICATION OF CHAPTER 119,  
FLORIDA STATUTES, TO THE DESIGN  
PROFESSIONAL'S DUTY TO PROVIDE PUBLIC  
RECORDS RELATING TO THIS AGREEMENT, CONTACT  
THE CUSTODIAN OF PUBLIC  
RECORDS:**

**Belleair Beach City Clerk  
444 Causeway Blvd.  
Belleair Beach, Florida 33786**



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

- 16.9 The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.
- 16.10 This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
- 16.11 Documents Constituting Entire Agreement. The following documents are hereby incorporated into and made part of this Agreement:
1. Request for Qualifications documents for RFQ #23-01 including addenda
  2. DESIGN PROFESSIONAL'S submission of qualifications in response to same.

In the event that any term of the RFQ, the DESIGN PROFESSIONAL'S submission of qualifications, an individual work order proposal or a Work Authorization is/are inconsistent with any term of this Agreement or with each other, then the following order of precedence shall apply:

- This Agreement shall prevail over any conflicting provisions in the RFQ, the responding submission, an individual work order proposal or a Work Authorization.
  - An OWNER-issued Work Authorization shall prevail over any conflicting provisions in the RFQ, the responding submission, or an individual work order proposal.
  - The RFQ shall prevail over any conflicting provisions in the DESIGN PROFESSIONAL'S submission of qualifications or an individual work order proposal.
  - The DESIGN PROFESSIONAL'S submission of qualifications in response to the RFQ shall prevail over any conflicting provisions in an individual work order proposal submitted by the DESIGN PROFESSIONAL.
- 16.12 Unless the content of the Agreement otherwise clearly requires, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Additionally, the parties hereto

acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement should not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

- 16.13 All representations and covenants of the parties shall survive the expiration of this Agreement.
- 16.14 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 16.15 The following Schedules are incorporated herein by reference:
  - 16.15.1 Schedule A - Work Authorization Form.
  - 16.15.2 Schedule B - Staffing Schedule.
  - 16.15.3 Schedule C - Rate Schedule.
  - 16.15.4 Schedule D – Certificate of Insurance.
  - 16.15.5 Schedule E – Insurance Coverage.
  - 16.15.6 Schedule F – Truth in Negotiation Certificate.

#### ARTICLE 17. – **APPLICABLE LAW**

- 17.1 Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing Services funded by the United States government.
- 17.2 Any litigation between the parties hereto, whether arising out of any claim or arising out of this Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and OWNER and DESIGN PROFESSIONAL each hereby waives and renounces any and all rights and options which they, or either of them, have or might have to bring to maintain any such litigation or action in the Federal Court system of the United States. Venue of any such litigation between the parties hereto shall lie and be only in the appropriate State courts of the State of Florida's Sixth Judicial Circuit in and for Pinellas County, Florida, and the parties consent and submit to the jurisdiction of any such court. This Agreement is entered into by the parties hereby in Pinellas County, Florida. **IN ADDITION, THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION INVOLVING THIS AGREEMENT.**

#### ARTICLE 18. – **Equal Employment Opportunity/Nondiscrimination**

- 18.1 In performing all Services to be provided hereunder, DESIGN PROFESSIONAL shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. DESIGN PROFESSIONAL shall take affirmative action

to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, to the fullest extent required by law.

#### ARTICLE 19. – DISPUTE RESOLUTION

- 19.1 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of DESIGN PROFESSIONAL with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached during negotiations to OWNER'S governing board for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of DESIGN PROFESSIONAL with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached at mediation to OWNER for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Florida Statutes section 44.102.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

[SIGNATURES ON NEXT PAGE]



**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**OWNER:**

City of Belleair Beach, a Florida municipal corporation

By: \_\_\_\_\_  
Mayor

**DESIGN PROFESSIONAL:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE A**

### **WORK AUTHORIZATION FORM**

This Work Authorization, dated \_\_\_\_\_, 20\_\_, is hereby issued pursuant to that certain Continuing Contract for Professional Services ("Agreement"), dated \_\_\_\_\_, 20\_\_, between the City of Belleair Beach, Florida, ("Owner") and \_\_\_\_\_ ("Design Professional").

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, Owner and Design Professional agree as follows:

#### **ARTICLE 1 SCOPE OF SERVICES**

Owner hereby authorizes Design Professional to provide the following Services for the following Project:

#### **ARTICLE 2 SCHEDULE**

The Services under this Work Authorization shall commence by \_\_\_\_\_, and shall be completed by \_\_\_\_\_. A detailed Services schedule is attached.

#### **ARTICLE 3 COMPENSATION**

The compensation for the Services under this Work Authorization shall be as follows:

#### **ARTICLE 4 QUALIFICATIONS AND SPECIAL REQUIREMENTS**

The Services to be provided under this Work Authorization are subject to the following special requirements and qualifications:

**ARTICLE 5**  
**MISCELLANEOUS**

All terms and conditions of the Agreement shall remain in full force and effect.

CITY OF BELLEIAR BEACH

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**SCHEDULE B**  
**STAFFING SCHEDULE**

**SCHEDULE C**  
**RATE SCHEDULE**

**SCHEDULE D**

**INSURANCE CERTIFICATES**



## SCHEDULE E

### INSURANCE COVERAGE

The amounts and types of insurance shall conform to the minimum requirements listed below. If DESIGN PROFESSIONAL has any self-insured retentions or deductibles under any of the below listed minimum required coverages, DESIGN PROFESSIONAL must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be DESIGN PROFESSIONAL'S sole responsibility.

I Worker's Compensation and Employers Liability Insurance shall be maintained by DESIGN PROFESSIONAL during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

#### Workers' Compensation – Florida Statutory Requirements

Employers Liability -	\$500,000.00	Limit Each Accident
	\$500,000.00	Limit Disease Aggregate
	\$500,000.00	Limit Disease Each Employee

The insurance company shall waive its Rights of Subrogation against OWNER.

I Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by DESIGN PROFESSIONAL. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. If DESIGN PROFESSIONAL provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following completion and acceptance by OWNER. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$ 2,000,000.00
Products – Completed Operations Aggregate	\$ 2,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Fire Damage (Any One Fire)	\$ 50,000.00
Medical Expenses per Person	\$ 5,000.00
Site Contract Specific Project Aggregate Limits	\$ same as above

The aggregate limits shall be separately applicable to this Project by use of an endorsement approved by OWNER. Applicable deductibles or self-insured retention, not to exceed \$25,000.00, shall be the sole responsibility of DESIGN PROFESSIONAL.

I Automobile Liability Insurance shall be maintained by DESIGN PROFESSIONAL as to

ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including Death & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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M. Umbrella Liability Insurance or Excess Liability Insurance shall not be less than \$1,000,000.00 each occurrence and aggregate. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Project, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by OWNER.

V. Professional Liability Insurance shall be maintained by DESIGN PROFESSIONAL insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$1,000,000.00 each claim and aggregate, and the DESIGN PROFESSIONAL waives its right of recovery against OWNER as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of DESIGN PROFESSIONAL and shall not be greater than \$25,000.00 each claim. DESIGN PROFESSIONAL must continue this coverage for a period of not less than five (5) years after completion of its services to OWNER. The policy retroactive date will always be prior to the date services were first performed by DESIGN PROFESSIONAL for OWNER, and the date will not be moved forward during the term of this Agreement and for 5 years thereafter. DESIGN PROFESSIONAL shall promptly submit Certificates of Insurance providing for an unqualified written notice to OWNER of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, as provided in paragraph 9.1 of this Agreement, DESIGN PROFESSIONAL shall also notify OWNER by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by DESIGN PROFESSIONAL from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, DESIGN PROFESSIONAL shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. DESIGN PROFESSIONAL shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by OWNER.

M. Valuable Papers. DESIGN PROFESSIONAL shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

M. Project Professional Liability. If OWNER notifies DESIGN PROFESSIONAL that a project professional liability policy will be purchased, then DESIGN PROFESSIONAL agrees to use its best efforts in cooperation with OWNER and OWNER'S insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the premium of DESIGN PROFESSIONAL'S professional liability policy. If no credit is available from DESIGN PROFESSIONAL'S current professional policy underwriter, then DESIGN

PROFESSIONAL agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). DESIGN PROFESSIONAL agrees that any such credit will fully accrue to OWNER. Should no credit accrue to OWNER, OWNER and DESIGN PROFESSIONAL, agree to negotiate in good faith a credit on behalf of OWNER for the provision of project-specific professional liability insurance policy in consideration for a reduction in DESIGN PROFESSIONAL'S self-insured retention and the risk of uninsured or underinsured consultants.

DESIGN PROFESSIONAL agrees to provide the following information when requested by OWNER or OWNER'S Project Manager:

- a. The date the professional liability insurance renews.
- b. Current policy limits.
- c. Current deductibles/self-insured retention.
- d. Current underwriter.
- e. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
- f. Cost of professional insurance as a percent of revenue.
- g. Affirmation that the design firm will complete a timely project errors and omissions application.

If OWNER elects to purchase a project professional liability policy, DESIGN PROFESSIONAL to be insured will be notified and OWNER will provide professional liability insurance, naming DESIGN PROFESSIONAL and its professional subconsultants as named insureds.

**VI** OCIP Option. Notwithstanding anything herein to the contrary, OWNER reserves the right, at its sole election, to require any and all Projects to be performed under an Owner Controller Insurance Program ("OCIP"). In the event OWNER elects to bring any particular Project within OCIP, such election shall be noted in the applicable Work Authorization for that Project. The OCIP may or may not include, at OWNER'S sole election, any of the insurance to be maintained hereunder by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist OWNER in implementation of the OCIP for all such designated Projects, such assistance to include assisting OWNER in calculating, negotiating and recovering the appropriate credits to be received by OWNER.

**SCHEDULE F**

**TRUTH IN NEGOTIATION CERTIFICATE**

In compliance with Florida Statutes § 287.055 (the Consultants' Competitive Negotiation Act), the DESIGN PROFESSIONAL hereby certifies that wage rates and other factual unit costs supporting the compensation for the architectural and/or engineering services of DESIGN PROFESSIONAL to be provided under this Agreement, concerning the Project (including any specific Work Assignments) are accurate, complete and current as of the time of contracting.

**DESIGN PROFESSIONAL:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: February 2, 2023

SUBJECT: City Council Approval of a Budget Amendment

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### Recommendation:

Approve a budget amendment to increase Stormwater System (538.0644) account in the amount of \$30,977.98 to cover 12th/13th Street & Bay Drive project overage. Awarded contractor, Kamminga & Roodvoets exceeded contract amount of \$717,349.60 by \$26,562.98. Project engineering firm, TranSystems (previously Deuel & Associates) exceeded contract amount of \$32,000.00 by \$4,415.00.

### History:

On June 1, 2022, the B22-01 Drainage Improvements for 12th/13th Street & Bay Drive - BMP 7&8 contract was approved in the amount of \$717,349.60. The base contract equaled \$652,136.00 with a 10% contingency amount of \$65,213.60. Estimated "If Needed" items totaling the amount of \$83,000.00 were left out of the PO SF 22-005 and planned to be paid from the contingency amount.

### Background:

Over the course of the project, seven change orders were approved. An inlet box was modified, and a conflict structure was added to bypass existing utilities. Unknown RCP was removed and replaced with 12" PVC. Class IV RCP was upgraded to Class III due to supply delays. The unit price of asphalt increased and was verified by engineer contacting local supplier. Lastly, additional milling was done in areas where the crown was exceptionally high to mesh the road with the curb. The additional structure and pipe installation resulted in an overrun of crushed concrete base. Brick driveway replacement was an unavoidable line item that was left out of the base contract. Additional field engineering time was spent redesigning and coordinating utility conflict issues and undiscovered stormwater pipe due to an inaccurate survey. Explanation from TranSystems is included in the attachments.

### Attachments:

1. Kamminga & Roodvoets, Inc. Final Pay Application
2. City Manager Project Spreadsheet
3. Email Correspondence with TranSystems and Hours Summary

Payment Application Number: 3 (Three)  
Payment Period: 12/1/2023 to 12/31/2023  
Project Title: 12th/13th Street & Bay Dr.

Project Number: 11-22-01

OWNER:  
City of Belleair Beach  
444 Causeway Blvd  
Belleair Beach, FL 33786

Contractor:  
Kamminga & Roodvoets, Inc.  
5219 Cone Road  
Tampa, FL 33610

CHANGE ORDER SUMMARY			
CHANGE ORDER #	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	10/13/2022	\$ 2,488.06	
2	10/21/2022	\$ 8,566.53	
3	11/11/2022	\$ 3,468.18	
4	11/11/2022	\$ 13,560.00	
5	11/28/2022	\$ 6,815.00	
6	11/28/2022	\$ 624.00	
7	12/15/2023	\$ 8,190.00	
TOTAL		\$ 43,711.77	\$ -
NET CHANGE			\$ 43,711.77

#### PAYMENT SUMMARY

Original Contract Amount	\$ 717,349.60
Net Change by Change Order	\$ 43,711.77
Contract Sum to Date	\$ 761,061.37
Total Completed to Date	\$743,912.58
Stored Materials to Install	\$ -
TOTAL	\$743,912.58
Retainage 10%	\$ 74,391.26
Total Earned Less Retainage	\$669,521.32
Less Previous Payment	\$ 440,282.57
Current Payment Due	\$229,238.75

I CERTIFY THAT THE PAYMENT REQUESTED IS IN ACCORDANCE WITH THE TERMS OF THE CONTRACT DATED AND THAT PREVIOUS PAYMENTS HAVE BEEN USED TO PAY OBLIGATIONS FOR MATERIALS SUPPLIED AND WORK PERFORMED IN CONJUNCTION WITH THIS PROJECT.

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND IN CONSIDERATION OF \$229,238.75 PAID Kamminga & Roodvoets, Inc. RELEASES AND WAIVES FOR ITSELF AND ITS SUBCONTRACTORS, MATERIALMEN, SUCCESSORS AND ASSIGNS, ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES WHETHER IN CONTRACT OR IN TORT, AGAINST THE BOARD OF COMMISSIONERS OF PINELLAS COUNTY ("OWNER") RELATING IN ANY WAY TO THE PERFORMANCE OF THE AGREEMENT BETWEEN CONTRACTOR AND OWNER AGREEMENT BETWEEN CONTRACTOR AND OWNER FROM 12/01/23 TO 12/31/23

CONTRACTOR

DATE

Digitally signed by Tina Underwood  
Date: 2023.01.18  
15:00:59-05'00'

1-18-2023

ENGINEER

DATE

Owner	City of Belleair Beach	Schedule of Values -				Application No.	3 (Three)	Total Days	100
Project	126V13th St & Hwy Dr.	MONTHLY PAYMENT APPLICATION				Application Start Date	09/29/2022	Days Elapsed	85
Contractor	Kennings & Roadworks, Inc.					Application Date	12/1/2022	% Time Elapsed	62.00%
Project No	02207					Period From:	12/1/2023	% Complete	103.79%
Item No.	Item Description	Quantity	Unit	Unit Value	Original Contract Amount	Completed Previous	Completed This Period	Stored Materials	Completed To Date
					Amount	Units	Value	Units	Value
						Units	Value	Units	Value
Section	Base Bid								
1	MOBILIZATION	1.00	LS	105,000.00	\$105,000.00	0.75	\$ 78,000.00	0.25	\$29,500.00
2	MAINTENANCE OF TRAFFIC	1.00	LS	15,000.00	\$15,000.00	0.75	\$ 11,250.00	0.25	\$3,750.00
3	EROSION CONTROL	1.00	LS	9,000.00	\$9,000.00	0.75	\$ 7,200.00	0.25	\$2,400.00
4	SOIL	12,000.00	SP	1.20	\$15,000.00	0.00	\$ -	12,000.00	\$15,012.00
5	CRUSHED SHELL & ROCK (8" DEPTH)	1,000.00	SP	3.00	\$4,000.00	0.00	\$ -	12.00	\$36.00
6	MULCH	500.00	SP	2.00	\$1,000.00	0.00	\$ -	8.00	\$16.00
7	FOOT 8" DIA. MANHOLE	1.00	EA	8,000.00	\$8,000.00	1.00	\$ 8,000.00	0.00	\$0.00
8	FOOT TYPE F GRATE INLET (WITH CONCRETE SURROUNDING INLET)	4.00	EA	5,700.00	\$22,800.00	5.00	\$28,500.00	0.00	\$0.00
9	FOOT TYPE C GRATE INLET (WITH CONCRETE SURROUNDING INLET)	3.00	EA	8,300.00	\$24,900.00	9.00	\$48,600.00	0.00	\$0.00
10	1/2" CLASS IV RCP	88.00	LF	120.00	\$10,560.00	1,106.00	\$ 132,720.00	0.00	\$0.00
11	1/2" CLASS IV RCP	1,599.00	LF	118.00	\$188,682.00	27.00	\$ 3,213.00	0.00	\$0.00
12	1/2" CLASS IV RCP	220.00	LF	146.00	\$32,020.00	218.00	\$ 31,328.00	0.00	\$0.00
13	MILL & RESURFACE 1-1/2" FOOT ASPHALT (SP.5)	4,700.00	SY	13.50	\$63,450.00	0.00	\$ -	4,601.00	\$62,113.50
14	3/4" CRUSHED CONCRETE BASE (PIPE RUNS UNDER CURB LINE & CROSSINGS)	800.00	SY	81.00	\$64,800.00	802.00	\$ 64,718.00	247.30	\$20,031.30
15	VALLEY GUTTER CURB (MIAMI CURB) & DROP CURB	5,016.00	LF	27.00	\$136,400.00	2,363.00	\$ 64,811.00	1,065.00	\$29,865.00
16	CONCRETE DRIVE REPLACEMENT 8" INCLUDES CONCRETE 10%	1.00	SP	4.00	\$4,000.00	401.50	\$ 1,606.40	1,540.00	\$7,380.00
					\$65,213.00		\$16,587.00		\$43,025.40
									\$0.00



# City Manager Project Spreadsheet

Item Description	Quantity	Unit	Unit Value	Original Contract Amount	Completed Previous		Completed This Period		Completed To Date		Change In Contract
					Units	Value	Units	Value	Units	Value	
1 MODIFICATION	1.00	LS	\$106,000.00	\$106,000.00	0.75	\$ 79,500.00	0.25	\$ 26,500.00	1.00	\$106,000.00	\$ 0.00
2 MAINTENANCE OF TRAFFIC	1.00	LS	\$15,000.00	\$15,000.00	0.75	\$ 11,250.00	0.25	\$ 3,750.00	1.00	\$15,000.00	\$ 0.00
3 EXPOSURE CONTROL	1.00	LS	\$9,600.00	\$9,600.00	0.75	\$ 7,200.00	0.25	\$ 2,400.00	1.00	\$9,600.00	\$ 0.00
4 SOD	12,000.00	SF	1.25	\$15,000.00	0.00	\$ -	12,650.00	\$15,812.50	12,650.00	\$15,812.50	\$812.50
5 CRUSHED SHELL & ROCK (4" DEPTH)	1,500.00	SF	3.00	\$4,500.00	0.00	\$ -	12.00	\$36.00	12.00	\$36.00	-\$4,464.00
6 MULCH	500.00	SF	2.00	\$1,000.00	0.00	\$ -	8.00	\$16.00	8.00	\$16.00	-\$984.00
7 FDOT 5' DIA. MANHOLE	1.00	EA	\$6,800.00	\$6,800.00	1.00	\$ 6,800.00	0.00	\$ 0.00	1.00	\$6,800.00	\$ 0.00
8 FDOT TYPE F GRATE INLET (WITH CONCRETE SURROUNDING INLET)	4.00	EA	\$5,700.00	\$22,800.00	5.00	\$ 28,500.00	0.00	\$ 0.00	5.00	\$28,500.00	\$5,700.00
9 FDOT TYPE C GRATE INLET (WITH CONCRETE SURROUNDING INLET)	9.00	EA	\$5,500.00	\$49,500.00	9.00	\$ 49,500.00	0.00	\$ 0.00	9.00	\$49,500.00	\$ 0.00
10 15" CLASS IV RCP	88.00	LF	120.00	\$10,560.00	1,106.00	\$ 132,720.00	0.00	\$ 0.00	1,106.00	\$132,720.00	\$122,160.00
11 18" CLASS IV RCP	1,059.00	LF	119.00	\$126,021.00	27.00	\$ 3,213.00	0.00	\$ 0.00	27.00	\$3,213.00	-\$122,808.00
12 24" CLASS IV RCP	220.00	LF	145.00	\$31,900.00	216.00	\$ 31,320.00	0.00	\$ 0.00	216.00	\$31,320.00	-\$580.00
13 MILL & RESURFACE 1-1/2" FDOT ASPHALT (SP9.5)	4,700.00	SY	13.50	\$63,450.00	0.00	\$ -	4,801.00	\$64,813.50	4,801.00	\$64,813.50	\$1,363.50
14 8" CRUSHED CONCRETE BASE (PIPE RUNS UNDER CURB LINE & CROSS)	600.00	SY	81.00	\$48,600.00	552.06	\$ 44,716.86	247.39	\$20,011.30	799.36	\$64,748.16	\$16,148.16
15 VALLEY GUTTER CURB (MIAMI CURB) & DROP CURB	5,015.00	LF	27.00	\$135,405.00	2,393.00	\$ 64,611.00	1,855.00	\$50,085.00	4,248.00	\$114,696.00	-\$20,709.00
16 CONCRETE DRIVE REPLACEMENT 6" INCLUDES	1,500.00	SF	4.00	\$6,000.00	401.60	\$ 1,606.40	1,840.00	\$7,360.00	2,241.60	\$8,966.40	\$2,966.40
CONTINGENCY 10%	1.00	LS	\$65,213.60	\$65,213.60		\$28,265.59		\$63,905.43		\$92,171.02	\$26,957.42
<b>Subtotal</b>				\$652,136.00		\$489,202.85		\$254,700.73		\$743,912.58	-\$394.44
If Needed Bid Items (Paid For Under Under Contingency)											
1 LAWN SPRINKLER RESTORATION	500.00	LF	\$5.00	\$2,500.00	115.00	\$575.00	130.00	\$650.00	245.00	\$1,225.00	-\$1,275.00
2 REMOVE UNSURTABLE MATERIAL	10.00	CY	\$30.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	-\$3,600.00
3 FLOWABLE FILL	10.00	CY	\$20.00	\$200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	-\$2,600.00
4 BRICK DRIVE REPLACEMENT (REMOVE AND REUSE WHERE POSSIBLE)	800.00	SF	\$35.00	\$28,000.00	0.00	\$0.00	107.88	\$3,775.80	107.88	\$3,775.80	\$3,075.80
5 SANITARY 8" DI PIPE CLASS 350, IF NEEDED	10.00	LF	\$200.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	-\$4,000.00
6 ADJUST & FURNISH 6" SS SERVICE LATERAL, (IF NEEDED)	3.00	EA	\$2,300.00	\$6,900.00	2.00	\$4,600.00	0.00	\$0.00	2.00	\$4,600.00	-\$2,300.00
7 ADJUST SANITARY MANHOLE RISE AND COVER, (IF NEEDED)	2.00	EA	\$1,000.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	-\$2,000.00
8 WATER - OFFSET ASSEMBLY 4" DIA. RESTRAINED PVC C-900 DR18 W/R	2.00	EA	\$4,800.00	\$9,600.00	1.00	\$4,800.00	0.00	\$0.00	1.00	\$4,800.00	-\$4,800.00
9 WATER - 4" DIA. PVC C-900 DR18	40.00	LF	\$70.00	\$2,800.00	31.60	\$2,212.00	0.00	\$0.00	31.60	\$2,212.00	-\$588.00
10 WATER - 12" SERVICE CONNECTION WITH ELBOWS AND, IF NEEDED	3.00	EA	\$1,800.00	\$5,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	-\$5,700.00
11 WATER - 12" SERVICE CONNECTION SHORT (IF NEEDED)	3.00	EA	\$400.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	-\$1,350.00
12 DECORATIVE OFFSET ASSEMBLY 4" DIA. RESTRAINED PVC C-900 DR18 W/R	2.00	EA	\$4,800.00	\$9,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	-\$9,600.00
13 1" RECLAIM SERVICE ADJUSTMENT (IF NEEDED)	3.00	EA	\$550.00	\$1,650.00	8.00	\$4,400.00	0.00	\$0.00	8.00	\$4,400.00	\$2,750.00
				\$80,300.00		\$16,587.00		\$11,715.90		\$48,312.80	
1 S-8 MODIFICATION	1.00	EA	\$2,488.06	\$0.00	1.00	\$2,488.06	0.00	\$0.00	1.00	\$2,488.06	
2 CAST IN PLACE CONFLICT STRUCTURE S-8A	1.00	EA	\$8,566.53	\$0.00	1.00	\$8,566.53	0.00	\$0.00	1.00	\$8,566.53	
3 REMOVE UNKNOWN PIPE S-9 TO S-13	1.00	LS	\$3,468.18	\$0.00	0.00	\$0.00	1.00	\$3,468.18	1.00	\$3,468.18	
4 INSTALL 12" PVC S-9 TO S-13	113.00	LF	\$120.00	\$0.00	0.00	\$0.00	113.00	\$13,560.00	113.00	\$13,560.00	
5 BAKER ASPHALT PRICE INCREASE	4700.00	SY	\$1.45	\$0.00	0.00	\$0.00	4,801.00	\$6,961.45	4,801.00	\$6,961.45	
6 CLASS 3 RCP PRICE INCREASE	1.00	LS	\$624.00	\$0.00	1.00	\$624.00	0.00	\$0.00	1.00	\$624.00	
7 EXTRA MILLING	600.00	SY	\$13.65	\$0.00	0.00	\$0.00	600.00	\$8,190.00	600.00	\$8,190.00	
<b>Subtotal</b>						\$11,678.59		\$32,179.63		\$43,858.22	-\$31,987.20
						\$28,265.59		\$63,905.43		\$92,171.02	
<b>Total</b>				\$652,136.00		\$489,202.85		\$254,700.73		\$743,912.58	
										\$717,349.60	-\$26,562.98



## Kyle Riefler

---

**From:** Tina Underwood <tunderwood@transystems.com>  
**Sent:** Tuesday, January 24, 2023 2:45 PM  
**To:** Kyle Riefler  
**Cc:** Albert Carrier  
**Subject:** RE: B22-01: 12th/13th St. & Bay Dr. – BMP 7&8 Overruns

[EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, the pavers should have been in the main contract instead as if needed since we were crossing these driveways with the storm.

Tina

---

**From:** Kyle Riefler <Kyle.Riefler@CityofBelleairbeach.com>  
**Sent:** Tuesday, January 24, 2023 2:42 PM  
**To:** Tina Underwood <tunderwood@transystems.com>  
**Cc:** Albert Carrier <acarrier@transystems.com>  
**Subject:** RE: B22-01: 12th/13th St. & Bay Dr. – BMP 7&8 Overruns

Tina,

Thank you for the explanation of the crushed concrete base overrun. Do you agree that the Brick Drive Replacement line item was inevitable and should have been in base contract as opposed to the If Needed Line Items? My goal is to provide a more accurate price on the future projects. Thanks, Kyle.

---

**From:** Tina Underwood <tunderwood@transystems.com>  
**Sent:** Tuesday, January 24, 2023 1:56 PM  
**To:** Kyle Riefler <Kyle.Riefler@CityofBelleairbeach.com>  
**Cc:** Albert Carrier <acarrier@transystems.com>  
**Subject:** B22-01: 12th/13th St. & Bay Dr. – BMP 7&8 Overruns

[EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kyle,

The overruns explanation:

B22-01: 12th/13th St. & Bay Dr. – BMP 7&8

The base overruns are due to some unforeseen site conditions, the provided survey did not show an existing 15" storm pipe connection between two inlets. Because of unknown utilities, two inlets had to be relocated during construction. The relocation of the inlets impacted the roadway existing storm alignment. The paver overrun is slightly over due to adjustments to storm drainage and making the transition from old pavers to back of curb to make the driveway drivable for the resident.

Let me know if you need anything else. Sorry for the delay.

Tina

**Tina Underwood**

Construction Services

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c: 727-265-0884 | o: 727-822-4151

**TranSystems**

565 S. Hercules Ave | Clearwater, FL 33764

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## Kyle Riefler

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**From:** Albert Carrier <acarrier@transystems.com>  
**Sent:** Wednesday, February 1, 2023 4:55 PM  
**To:** Kyle Riefler; Tina Underwood  
**Cc:** Rachel Maxwell  
**Subject:** RE: B22-01: 12th/13th St. & Bay Dr. – BMP 7&8 Overruns  
**Attachments:** BB 12 & 13 street account summary.pdf

[EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kyle...attached is the account summary with detailed tasks for each day. A majority of the additional time was for Tina's time in the field dealing with utility conflict issues causing redesign, redesign and coordination for the found stormwater pipe and redesign and field adjustments due to an inaccurate survey.

Talking points:

- Some cost is due to delay in start of Project.
- Utility locates were not included in the proposal, had to deal with conflicts during construction.
- Redesign layout of S-7 due to utility conflict, power pole could not be relocated, sanitary lateral & gas connection in the way.
- S-8 Manhole alignment had to be modified due to sanitary lateral running next to storm pipe run.
- Design a conflict structure due to shallow sanitary lateral (could not adjust the lateral elevation).
- An existing storm pipe found during construction (was not located on existing survey provided by City). Redesign pipe elevations to accommodate new pipe run.
- Existing survey invert elevations were off a tenth had to adjust pipe runs and alignment.
- Existing Survey of curb elevation off 3 tenths, adjustment out in the field to realign curb and mill roadway profile.
- Water Main offset had to be performed, in conflict with existing and new storm drainage. The water main went through existing storm pipe.
- 

**Al Carrier, PE, PSM | TranSystems**  
o: 727-822-4151



\$49,375.00 Left on Contract

1/31/23  
Today

# Hours Charged by Project.Phase.Task

For Timesheet Period: 9/24/2022 - 2/3/2023 11:59:59 PM

Total Hours 92. + 2.5 = 94.5

Project	Project Manager	Proj Phase Task	Employee ID	Name	Pay Type	PLC	Time By Day	Entered Hours	Rate	Daily Comments
A314302700	Albert Carrier	A314302700, DPAUL, 000								
		100	11591	Albert Carrier	R	EC4	12/7/2022	1.50	1.50	6 On Site Field Construction Meeting
			11606	David E Stone	H	T2	10/11/2022	0.50	1.00	worked with Tina to resolve a design issue the contractor encountered.
					H	T2	10/12/2022	1.00		created an exhibit for the contractor in the field
			11610	Tina Marie Underwood	H	CS1	9/26/2022	1.50	89.00	
					H	CS1	9/27/2022	0.50		Correspondence with the contractor by email and phone calls on preparing for the storm and weather have
					H	CS1	10/3/2022	2.50		Spoke to K&R on securing the jobsite for the hurricane. Clay stated equipment is offsite except for the frontend loader, all structures were delivered.
					H	CS1	10/4/2022	3.00		Field inspection. K&R onsite laying out the site for storm pipe installation. Access issues with one outfall, sent email to city manager for help. They will start laying pipe on Wednesday. Phone conversation with the city and contractor.
										3 Received a phone call from the contractor's foreman about finding extra storm pipe connection not shown on plans. Went out to the project site, reviewed the extra storm pipe conditions, also needing conflict box due to sanitary lateral & storm. Spoke to and Met the city

+2.5  
91.50  
Tina

TINA - 94.5 hrs x \$95.00 = 8977.50  
AC - 1.5 hrs x \$150.00 = 225.00  
DS - 1.5 hrs x \$100.00 = 150.00

\$95.00

\$9352.50 - 4937.50 = \$4,415.00 EXTRA TO (K)



H	CS1	10/5/2022	1.50	I Site visit to check on conflict areas per contractor ,could not determine the conflict until the area was dewatered.
H	CS1	10/6/2022	3.00	Correspond to several contractor calls on CDS unit elevation pipe grade percentage, Spoke to the K&R superIntendent on field conflicts. Site visit went over some site condition changes; such as, elevation changes in 2
H	CS1	10/7/2022	1.50	Working on conflicts with storm, responding to contractor. Spoke with AI on these areas. Giving direction on field
H	CS1	10/10/2022	2.50	Working on redesign for conflict box for Sanitary lateral and 18" storm pipe. And fielding phone calls from the contractor.
H	CS1	10/11/2022	2.00	Field visit to verify utility Invert elevations for conflict. Spoke to Brian on using Type F Inlet instead of conflict box and
H	CS1	10/12/2022	2.00	working on design with Dave for the conflict box (F Inlet).
H	CS1	10/15/2022	1.50	I Spoke to Kyle on extra cost to modify S-8 and reviewed the cost and responded to contractor on several emails. Spoke to Kyle on the cost proposal to remove and replace an existing 15" RCP that was discovered in the field. This was not on existing Survey.
H	CS1	10/17/2022	1.00	I emails, phone calls and research contract docs on demo in storm pipe. Spoke to AI and Kyle on the extra charge for removing existing 15" RCP found and not on plans.



H	CS1	10/19/2022	2.50	Meeting with Client (City of Belleair Beach) and contractor to discuss the conflict box and the 15" RCP elevation
H	CS1	10/22/2022	3.50	(2.5hrs) 10/20/22- Went over TM proposals check the figures, site visit to look at 12x18 existing pipe too high in grade. Talked to Kyle and Al about not connecting the existing 12x18 pipe. 10-21-22 Friday (1.0hrs), worked on reviewing concrete submittals & TM for conflict boxes
H	CS1	10/24/2022	2.00	Spoke to Al on keeping the existing storm connection between S-9 & S-13 which the survey did not pick and asked for a 12" PVC pipe proposal. May need to go out in the field to determine if the overrunning 15" RCP is feasible.
H	CS1	10/25/2022	0.50	Working on sanitary conflict elevation and determined need to go with 12" PVC instead of 15" RCP
H	CS1	10/26/2022	1.00	
H	CS1	10/29/2022	0.50	Phone with K&R on site visit on direction needed for driveways.
H	CS1	10/31/2022	3.00	Site visit this morning, met with City Manager and contractor on site to discuss the curbs at the driveways, and conflict box rim elevation. Went back out in the field on issue with asphalt and

H	CS1	11/1/2022	6.00	Site visit to inspection Precast formwork, made adjustment to the forms as the sanitary lateral was too much in the wall of the box, looked at the curb line of another issues with asphalt elevation and brought to the foreman's attention someone drove over new curb. Wrote recommendation letter to City.
H	CS1	11/2/2022	1.50	Review submittal and pay app.
H	CS1	11/14/2022	2.50	Reviewed & approved shop drawings. Site visit in check on manholes.
H	CS1	11/16/2022	1.50	Spoke to the City Manager on the submittal from K&R on the price increase for asphalt. Researched the unit cost from supplier and respond to K&R.
H	CS1	11/19/2022	1.00	On Thursday, email and research on price and spoke to City Manager and contractor.
H	CS1	11/21/2022	3.50	Researched cost on Asphalt and went through time line of events for extra cost. Meeting between City/Contractor/Engineer.
H	CS1	11/28/2022	2.50	Approve submittals and reviewed cost to complete to check on the budget.
H	CS1	11/29/2022	2.00	Site visit, discussed curb line with the contractor.
H	CS1	11/30/2022	0.50	Spoke to Clay about the 12" PVC grade, at what percentage they need to run
H	CS1	12/2/2022	0.50	spoke to Clay about
H	CS1	12/6/2022	0.50	videoing the storm pipes.
H	CS1	12/7/2022	1.50	Site meeting and pay app review
H	CS1	12/13/2022	2.50	On site meeting about extra milling depth and layout. Also walk the site to look at completed curb work
H	CS1	12/19/2022	2.00	Mill Milling Roadway, Inspected depth.

H	CS1	12/21/2022	1	1 Paving 12th/13th Street BB
H	CS1	1/4/2023	1	1 Review pay app and sent revised to contractor.
H	CS1	1/5/2023		1 Walk through job site, created final punch list and reviewed pay app base quantity and sent contractor my quantity
H	CS1	1/6/2023		1 reviewing storm videos. from City and Contractor.
H	CS1	1/9/2023	3	1 working pay app 3 and calculation of quantities for this project close out.
H	CS1	1/10/2023	5	1 On site to field measure some pay items for final pay application
H	CS1	1/11/2023	2.	1 Working on calculations on field measurement to verify contractors numbers.
H	CS1	1/12/2023	1.	1 Finalizing numbers for the last pay app3, need to measure sod quantities
H	CS1	1/16/2023	0.1	1 Reviewed and signed the pay app.
H	CS1	1/17/2023	0.1	1 Correspond by email to City on phone call to the contractor on the pay app #3
H	CS1	1/18/2023	0.1	1 Spoke to Kyle (City Manager) on writing up a summary of the overruns.
H	CS1	1/24/2023	1.1	1 wrote a summary on material overruns of the project and submitted to the City of BB. Reviewed Went over Pay app 3 submitted quantities. Also correspondence with City manager email.
H	CS1	1/25/2023	0.50	1 reviewed Concrete mix for curb repair.
Grand Total			92.00	