



City of Pinellas Park

City Council

Agenda

Thursday, February 14, 2019

6:00 PM

City Council Chambers

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

NONE

PUBLIC COMMENT AND CORRESPONDENCE

CITIZENS COMMENTS ARE INVITED ON ITEMS OR CONCERNS NOT ALREADY SCHEDULED ON TONIGHT'S AGENDA. PLEASE LIMIT COMMENTS TO THREE MINUTES.

AT THIS TIME STAFF MEMBERS AND CITIZENS WILL BE SWORN IN IF THERE ARE ITEMS THAT ARE QUASI-JUDICIAL

II. APPROVAL OF MINUTES

Approval of Regular Council Minutes of January 24, 2019, as on file in the City Clerk's office.

III. PUBLIC HEARINGS

P1 ORDINANCE NO. 4080. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 12300 62ND STREET NORTH (THE JOHN G. AXLEY TRUST, WILLIAM C. AXLEY & JULIE A. PAULEY F/K/A JULIE A. AXLEY, TRUSTEES AND THE LILLIAN C. AXLEY TRUST, LILLIAN C. AXLEY, TRUSTEE AX18-38)

PUBLIC HEARING, SECOND AND FINAL READING

NOTE: This is a voluntary annexation of 14.48 acres MOL of contiguous commercial property located at 12300 62nd Street North.

R1 on 1/24/19 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4080, public hearing second and final reading.

Department: Community Development

Reference Material: [AX18-38 Axley Trusts Ordinance, Petition, Map and Attorney letter.pdf](#)

IV. CONSENT AGENDA

- C1 **RESOLUTION NO. 19-05.** A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, PROVIDING FOR A PARTIAL REDUCTION IN LAND DEVELOPMENT FEES AS OUTLINED IN EXHIBIT “A”, ATTACHED HERETO AND MADE A PART HEREOF, FOR ECONOMIC DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE EXPANSION OF BCH MECHANICAL, L.L.C., AND THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 6354 118TH AVENUE NORTH; PROVIDING FOR AN EFFECTIVE DATE

FIRST AND FINAL READING

NOTE: BCH Mechanical, L.L.C., the largest mechanical contractor in Tampa Bay, currently located in Pinellas Park, is interested in expanding their business, and adding manufacturing and office space to their abutting property at 6350 118th Avenue North. The total estimated economic impact of this business expansion is Fourteen Million Four Hundred Ninety-Three Thousand Seven Hundred Sixty Dollars (\$14,493,760.00). This is achieved through expenditures related to the design and construction of the proposed manufacturing and office space, and the purchase of new equipment. The project will not only add to Pinellas Park’s economic vitality, but will provide value-added employment to the citizens of Pinellas Park. To ease the financial burden of their expansion, BCH Mechanical, L.L.C. has submitted an Economic Development Incentive Application requesting a partial waiver of the estimated City Land Development Fees. If approved, the accompanying Resolution waives up to, and not to exceed, Fifty Thousand Dollars (\$50,000.00) of the City’s Land Development fees for up to one (1) year. BCH Mechanical, L.L.C. qualifies for consideration of receipt of the incentive, and has met all of the criteria for eligibility established in Ordinance No. 4023, approved by City Council August 10, 2017.

ACTION: (Adopt - Deny) Resolution No. 19-05.

Department: Community Development

Reference Material: [BCH Mechanical Resolution and Attorney letter.pdf](#)

- C2 **RESOLUTION NO. 19-06.** A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, PROVIDING FOR A PARTIAL REDUCTION IN LAND DEVELOPMENT FEES AS OUTLINED IN EXHIBIT “A”, ATTACHED HERETO AND MADE A PART HEREOF, FOR ECONOMIC DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE EXPANSION OF BECKWITH ELECTRIC CO., INC., AND THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 6190 118TH AVENUE NORTH; PROVIDING FOR AN EFFECTIVE DATE

FIRST AND FINAL READING

NOTE: Beckwith Electric Co., Inc., a premier provider of innovative and high quality products, technical services and solutions that meet the needs of customers involved in the production, transmission, and distribution of electric power, is interested in expanding their business and adding additional manufacturing and office space to their current location at 6190 118th Avenue North. The total estimated economic impact of this business expansion is Five Million Dollars (\$5,000,000). This is achieved through expenditures related to the design and construction of the proposed building expansion, equipment purchases, and the creation of 30 new jobs. The project will not only add to Pinellas Park's economic vitality, but will provide value-added employment to the citizens of Pinellas Park. To ease the financial burden of their expansion, Beckwith Electric Co., Inc. has submitted an Economic Development Incentive Application requesting a waiver of the associated City Land Development Fees. If approved, the accompanying Resolution waives up to, and not to exceed, Fifty Thousand Dollars (\$50,000) of the City's Land Development fees for up to one (1) year. Beckwith Electric Co., Inc. qualifies for consideration of receipt of the incentive, and has met all of the criteria for eligibility established in Ordinance No. 4023, approved by City Council August 10, 2017.

ACTION: (Adopt - Deny) Resolution No. 19-06.

Department: Community Development

Reference Material: [Beckwith Resolution for fee waiver, Attorney Letter](#)

C3 AUTHORIZATION FOR THE MAYOR TO SIGN A JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF PINELLAS COUNTY FOR THE SHARED USE OF A RECREATION AREA - 7520 52nd Street North

NOTE: The School Board of Pinellas County agrees to allow the City to use a specific portion of the Pinellas Park Elementary School property, located at 7520 52nd Street North, for a term of ten years during certain dates and times as detailed in the agreement.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a joint use agreement with the School Board of Pinellas County for the shared use of a recreation area.

Department: Community Development

Reference Material: [Agreement, Map, Attorney Letter- PPark Elementary- CC 2.14.19](#)

C4 CHANGE ORDER NO. 1 AND FINAL PAYMENT FOR PROJECT 18/005 PERFORMING ARTS CENTER DESIGN/BUILD - Bandes Construction Company, Inc.

NOTE: Change Order No. 1 is recommended for approval so that the final payment can be processed and the contract closed out. The account to be charged is 301781-562520, 18781/615-CONSTR.

ACTION: (Approve - Deny) Authorization for approval and acceptance of Change Order No. 1 for Project 18/005, Performing Arts Center Design/Build, an increase in the contract amount of \$314,351.00 for a total adjusted contract amount of \$837,401.00 and authorization for final payment of \$380,030.00 to Bandes Construction Company, Inc. to be charged to the appropriate account.

Department: Public Works

Reference Material: [change order, final payment](#)

C5 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL DRAINAGE EASEMENT FROM THE LAKES HOMEOWNERS ASSOCIATION 1, INC.

NOTE: The City of Pinellas Park has requested a drainage easement from the Lakes Homeowners Association 1, Inc. to accommodate an existing drainage ditch, and for the future maintenance and operation of said drainage ditch.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a drainage easement from the Lakes Homeowners Association 1, Inc.

Department: Public Works

Reference Material: [Drainage Easement @ Lakes backup](#)

C6 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A RIGHT-OF-WAY EASEMENT FROM AJG PROPERTY SEVEN LLC -7800 52nd Lane North

NOTE: The City of Pinellas Park has requested a right-of-way easement from AJG Property Seven LLC to increase the right-of-way width for the installation of a sidewalk, and for the future maintenance and operation of said equipment at 7800 52nd Lane North.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a right-of-way easement from AJG Property Seven LLC at 7800 52nd Lane North.

Department: Public Works

Reference Material: [7800 52nd Lane ROW Easement backup](#)

C7 AUTHORIZATION FOR CITY MANAGER TO SIGN 2018 LOAN AGREEMENT, SDA0059 WITH THE UNITED STATES OF AMERICA OR "THE GOVERNMENT," REPRESENTED BY THE NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)

NOTE: This authorizes the City Manager to sign a renewal loan agreement for an aerospace vehicle that is currently displayed at Freedom Lake Park. The proposed renewal loan agreement has been reviewed by the City Attorney's office. This is a one (1) year loan agreement for a time period

beginning April 1, 2019 and ending March 31, 2020.

ACTION: (Approve - Deny) Authorization for the City Manager to sign the 2019 loan agreement, SDA0059 with United States of America or “the government,” represented by the National Museum of the United States Air Force (NMUSAF) for an aerospace vehicle.

Department: Public Works

Reference Material: [NMUSAF Loan & Static Display Programs backup](#)

C8 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM SP PINELLAS I LLC - 7875 49th Street N

NOTE: The City of Pinellas Park has requested a utility easement from SP Pinellas I LLC to accommodate new utility equipment, and for the future maintenance and operation of said equipment at 7875 49th Street N.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from SP Pinellas I LLC at 7875 49th Street North.

Department: Public Works

Reference Material: [7875 49th St Utility Easement backup](#)

C9 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL INGRESS/EGRESS EASEMENT TO SP PINELLAS I LLC - 7875 49th Street N

NOTE: The City of Pinellas Park and the Pinellas Park Water Management District have requested a perpetual ingress/egress easement at 7875 49th Street N. to access their existing drainage infrastructure and for the future maintenance and operation of said infrastructure at 7875 49th Street N.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to accept a perpetual ingress/egress easement to SP Pinellas I LLC at 7875 49th Street N.

Department: Public Works

Reference Material: [7875 49th St Ingress-Egress Easement backup](#)

C10 AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION CONTRACT BID FSA18-VEH16.0 - One 2019 International HV/Aquatech Sewer Cleaner

NOTE: This sewer cleaner truck is a new addition for the Sewer Division and will be used to perform routine duties throughout the City. The amount budgeted for this equipment is \$410,000.00 and can be found on page 243 of the 18/19 budget book. The total cost for this equipment is \$383,666.00 and

will be charged to account 501322-566109.

ACTION: (Approve - Deny) Authorization to purchase under Florida Sheriff's Association Contract BID FSA18-VEH16.0, One (1) 2019 International HV series chassis from Sun State International Trucks, LLC, Tampa, Florida and an Aquatech B-10/1450 cleaner body from Pat's Pump & Blower, Orlando, Florida at a total cost of \$383,666.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: [quotes](#)

C11 AWARD OF BID 18/001- DESIGN/BUILD BANDSHELL AT ENGLAND BROTHERS PARK - Lema Construction

NOTE: Bids were legally advertised and bids were solicited on Demand Star and the City website. Three (3) bids were received with Lema Construction (1631 Commerce Ave. N., St. Petersburg, Florida 33716) being the highest ranked bidder with a bid submittal of \$399,997.00. This Capital Improvement Project can be found in the FY 18/19 budget book and will be charged to account 301781-562520. Bid book is available for review.

ACTION: (Approve - Deny) Authorization to award Bid 18/001 Design/Build for Bandshell at England Brothers Park to Lema Construction in the amount of \$399,997.00 to be charged to the appropriate account.

Department: Public Works and Willis

Reference Material: [BID 18001 - TABULATION](#)

C12 AUTHORIZATION FOR MAYOR TO SIGN AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. - CONSULTANT SERVICES FOR STORMWATER RATE STUDY - For RFP 18/011

NOTE: In accordance with Resolution 15-12, at the City Council meeting on December 13, 2018, the City Manager was directed by City Council to enter into negotiations with the firm of Stantec Consulting Services, Inc., as the most qualified of three firms for Consultant Services to provide a Rate Study for Stormwater. Those negotiations have been held, and the amount of \$159,843.00 has been determined to be a fair cost for these services to be charged to account # 301382-562520, with a project string of 19382/715-ADMIN-CONSULT.

The budgeted amount for this Consultant Services is \$200,000.00.

ACTION: (Approve - Deny) Authorization to enter into a contract with Stantec Consulting Services, Inc., Consultant Services to provide a Rate Study for Stormwater, in the amount of \$159,843.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: [Stantec backup](#)

V. REGULAR AGENDA

NONE

VI. COMMENTS BY COUNCIL MEMBERS AND QUESTIONS – COUNCIL TO COUNCIL

VII. ADJOURNMENT

PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City maintains a digital recording of all public hearings. In the event that you wish to appeal a decision, the digital recording may or may not adequately insure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section 286.0105, Florida Statutes).

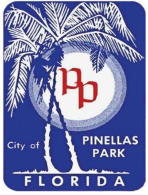
FOR THE HEARING IMPAIRED — An interpreter for the hearing impaired will be made available upon requests made at least 72 hours in advance.

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FEBRUARY																	
SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY					
										1		2					
												Groundhog Day					
3		4		5		6		7		8		9					
Orchestra Concert Performing Arts Center				Chinese New Year (Pig)								ABBA Tribute Concert Performing Arts Center					
10		11		12		13		14		15		16					
				Lincoln's Birthday 5:30 PM Council Workshop		Pancake Breakfast Senior Center		St. Valentine's Day 5:30 PM Agenda Session 6:00 PM Council Meeting									
17		18		19		20		21		22		23					
		Washington's Birthday (observed) Presidents' Day		Organ Concert City Auditorium								Bee Gees Tribute Concert Performing Arts Center Movies in the Park Fourth Saturday Art Walk					
24		25		26		27		28		JANUARY				MARCH			
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				5:30 PM Council Workshop				5:30 PM Agenda Session		20 21 22 23 24 25 26				17 18 19 20 21 22 23			
				CRA After Workshop				6:00 PM Council Meeting		27 28 29 30 31				24 25 26 27 28 29 30			
														31			

MARCH

SUNDAY							MONDAY							TUESDAY							WEDNESDAY							THURSDAY							FRIDAY							SATURDAY									
FEBRUARY							APRIL																												1							2									
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Orchestra Concert Performing Arts Center														Shrove Tuesday							Lent Begins Ash Wednesday																					Elton John Tribute Concert Performing Arts Center Pride in the Park Clean-Up									
10							11							12							13							14							15							16									
Daylight Saving Time Starts							Eastern Orthodox Great Lent Begins							5:30 PM Council Workshop							Pancake Breakfast Senior Center							5:30 PM Agenda Session 6:00 PM Council Meeting							Firefighters MDA Chili Blaze							Country in the Park									
17							18							19							20							21							22							23									
St. Patrick's Day														Organ Concert City Auditorium							Spring Begins							Purim														Bruce Springsteen Tribute Concert Performing Arts Center Fourth Saturday Art Walk									
24							25							26							27							28							29							30									
														5:30 PM Council Workshop CRA After Workshop														5:30 PM Agenda Session 6:00 PM Council Meeting														Pinellas Park Rotary Club's 32nd Annual Bowl-A-Thon									
31																																																			



City of Pinellas Park

Staff Report

File #: 18-722, **Version:** 1

Agenda Date: 2/14/2019

ORDINANCE NO. 4080. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 12300 62ND STREET NORTH (THE JOHN G. AXLEY TRUST, WILLIAM C. AXLEY & JULIE A. PAULEY F/K/A JULIE A. AXLEY, TRUSTEES AND THE LILLIAN C. AXLEY TRUST, LILLIAN C. AXLEY, TRUSTEE AX18-38)

PUBLIC HEARING, SECOND AND FINAL READING

NOTE: This is a voluntary annexation of 14.48 acres MOL of contiguous commercial property located at 12300 62nd Street North.

R1 on 1/24/19 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4080, public hearing second and final reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 12300 62ND STREET NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 08, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(THE JOHN G. AXLEY TRUST, WILLIAM C. AXLEY & JULIE A. PAULEY F/K/A JULIE A. AXLEY, TRUSTEES, AND THE LILLIAN C. AXLEY TRUST, LILLIAN C. AXLEY, TRUSTEE AX18-38)

WHEREAS, the Owners of certain parcels of land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park have petitioned City Council requesting that said land be annexed into the City of Pinellas Park, Florida; and

WHEREAS, all requirements of Florida Statutes, Chapter 171, pertaining to the voluntary annexation have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 12300 62nd Street North, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 08, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

SECTION TWO: That the legal description of the corporate boundaries of the City of Pinellas Park, Florida, is hereby amended to include the land herein annexed. The legal description of the City of Pinellas Park, Florida, contained in the City

Charter, and all official City maps and other official documents shall be amended accordingly.

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of M-1 which is the closest compatible to the County M-1 zoning on the subject parcels at the time of annexation.

SECTION FOUR: That the City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FIVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby, repealed insofar as the same affects this Ordinance.

SECTION SIX: That this Ordinance shall become effective immediately upon its final passage and adoption.

FIRST READING _____ DAY OF _____, 2019

PUBLISHED MAP & TITLE _____ DAY OF _____, 2019

PUBLISHED MAP ONLY _____ DAY OF _____, 2019

PUBLIC HEARING _____ DAY OF _____, 2019

PASSED THIS _____ DAY OF _____, 2019

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2019

ATTEST:

SANDRA L. BRADBURY, MAYOR

DIANE M. CORNA, MMC, CITY CLERK

ANNEXATION ORDINANCE LEGAL

OWNER: The John G. Axley Trust, William C. Axley & Julie A. Pauley F/K/A Julie A. Axley, Trustees, And The Lillian C. Axley Trust, Lillian C. Axley Trustee
PARCEL: 08-30-16-70974-300-1600
LOCATED AT: 12300 62nd Street North

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINELLAS, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

LOT 16 OF PINELLAS GROVES, INC.; AND THAT PART OF LOT 2 OF PINELLAS GROVES, INC. DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 16 IN THE SOUTHWEST 1/4, RUN THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF LAND CONVEYED TO GARY PRESTON, ET AL BY DEED BOOK 1552, PAGE 459 (CLERK'S INST. NO. 222707A) PINELLAS COUNTY RECORDS, A DISTANCE OF 335.06 FEET TO THE WEST BOUNDARY OF SAID LOT 2; THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 2, AND THENCE NORTH TO THE POINT OF BEGINNING; ALL IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 16 EAST, ACCORDING TO THE PLAT OF PINELLAS GROVES INC., RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART OF SAID LOT 16, CONVEYED TO PINELLAS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY VIRTUE OF OFFICIAL RECORDS BOOK 4520, PAGE 1941, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 14.48 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

The undersigned, being the sole OWNER (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires*) of the following described real property located within Pinellas County, Florida, hereby consents and agrees to annexation of such property by the City of Pinellas Park, Florida, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

THE JOHN G. AXLEY TRUST, WILLIAM C. AXLEY & JULIE A. PAULEY F/K/A JULIE A. AXLEY, TRUSTEES AND THE LILLIAN C. AXLEY TRUST, LILLIAN C. AXLEY, TRUSTEE

PARCEL: 08-30-16-70974-300-1600

Located at: 12300 62nd Street North

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINELLAS, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS: LOT 16 OF PINELLAS GROVES, INC.; AND THAT PART OF LOT 2 OF PINELLAS GROVES, INC. DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 16 IN THE SOUTHWEST 1/4, RUN THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF LAND CONVEYED TO GARY PRESTON, ET AL BY DEED BOOK 1552, PAGE 459 (CLERK'S INST. NO. 222707A) PINELLAS COUNTY RECORDS, A DISTANCE OF 335.06 FEET TO THE WEST BOUNDARY OF SAID LOT 2; THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 2, AND THENCE NORTH TO THE POINT OF BEGINNING; ALL IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 16 EAST, ACCORDING TO THE PLAT OF PINELLAS GROVES INC., RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. LESS AND EXCEPT THAT PART OF SAID LOT 16, CONVEYED TO PINELLAS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY VIRTUE OF OFFICIAL RECORDS BOOK 4520, PAGE 1941, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Containing 14.48 acres MOL

The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

**The John G. Axley Trust, William C. Axley & Julie A. Pauley F/K/A Julie A. Axley, Trustees,
And The Lillian C. Axley Trust, Lillian C. Axley, Trustee**

12300 62nd Street North

Largo, FL 33773-3605

THE JOHN G. AXLEY TRUST:

Witness, as to all Three (Signature)

WILLIAM C. AXLEY, TRUSTEE

Witness Printed Name

JULIE A. PAULEY F/K/A JULIE A. AXLEY, TRUSTEE

THE LILLIAN C. AXLEY TRUST:

Witness, as to all Three (Signature)

LILLIAN C. AXLEY, TRUSTEE

Witness Printed Name



AX18-38



City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

December 28, 2018

Ms. Amanda Conte
Planning & Development Services
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-398
Amended Axley Trust Annexation Ordinance AX18-38

Dear Ms. Conte:

I have received and reviewed the above-reference proposed Annexation Ordinance. Again, as Ms. Rubenstein and I are both out of the office this week, I have also had forwarded to me from our office copies of previous responses to the predecessor documents.

I note from the companion Annexation Agreement you forwarded to me that the owners of the property are listed as "The John G. Axley Trust, William C. Axley & Julie A. Axley, Trustees" and "The Lillian C. Axley Trust, Lillian C. Axley, Trustee." However, I note that both in the portion in the parenthesis at the bottom of the title designating the owners, and in the portion of the Annexation Ordinance legal description attached as Exhibit A which designates the owners, the Trustees of The John G. Axley Trust are not set forth. These two descriptions need to be changed to reflect William C. Axley and Julie A. Axley as Trustees of The John G. Axley Trust.



PRINTED ON RECYCLED PAPER

Ms. Amanda Conte
December 28, 2018
Page 2

With these changes, and with the assumption that the ownership of the parcels and the Trustees, and the legal description, are correct, I would approve of the above-referenced Annexation Ordinance as to form and correctness.

Very truly yours,

James W. Denhardt
dh

Signed in his absence to avoid delay.

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Development Administrator
Ben Ziskal, Planning & Development Services Director

JWD/dh

18-399.12282018.LAG Annex Ord AX18-38 Axley Trust.wpd



City of Pinellas Park

Staff Report

File #: 19-017, **Version:** 1

Agenda Date: 2/14/2019

RESOLUTION NO. 19-05 . A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, PROVIDING FOR A PARTIAL REDUCTION IN LAND DEVELOPMENT FEES AS OUTLINED IN EXHIBIT “A”, ATTACHED HERETO AND MADE A PART HEREOF, FOR ECONOMIC DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE EXPANSION OF BCH MECHANICAL, L.L.C., AND THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 6354 118TH AVENUE NORTH; PROVIDING FOR AN EFFECTIVE DATE

FIRST AND FINAL READING

NOTE: BCH Mechanical, L.L.C., the largest mechanical contractor in Tampa Bay, currently located in Pinellas Park, is interested in expanding their business, and adding manufacturing and office space to their abutting property at 6350 118th Avenue North. The total estimated economic impact of this business expansion is Fourteen Million Four Hundred Ninety-Three Thousand Seven Hundred Sixty Dollars (\$14,493,760.00). This is achieved through expenditures related to the design and construction of the proposed manufacturing and office space, and the purchase of new equipment. The project will not only add to Pinellas Park's economic vitality, but will provide value-added employment to the citizens of Pinellas Park. To ease the financial burden of their expansion, BCH Mechanical, L.L.C. has submitted an Economic Development Incentive Application requesting a partial waiver of the estimated City Land Development Fees. If approved, the accompanying Resolution waives up to, and not to exceed, Fifty Thousand Dollars (\$50,000.00) of the City's Land Development fees for up to one (1) year. BCH Mechanical, L.L.C. qualifies for consideration of receipt of the incentive, and has met all of the criteria for eligibility established in Ordinance No. 4023, approved by City Council August 10, 2017.

ACTION: (Adopt - Deny) Resolution No. 19-05.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, PROVIDING FOR A PARTIAL REDUCTION IN LAND DEVELOPMENT FEES AS OUTLINED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, FOR ECONOMIC DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE EXPANSION OF BCH MECHANICAL, L.L.C., AND THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 6350 118TH AVENUE NORTH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to attract and retain businesses and jobs; and

WHEREAS, on August 10, 2017, the City Council approved Ordinance No. 4023, an Ordinance amending Chapter 18 (Land Development Code) of the Code of Ordinances of the City of Pinellas Park Florida, by amending section 18-1501 "Administrative and Legal Provisions" by creating a new subsection 18-1501.33 pertaining to economic development; by providing for a partial reduction in land development fees for certain businesses within the City that expand and enlarge and remain within the City; and

WHEREAS, BCH Mechanical, L.L.C., the largest mechanical contractor in Tampa Bay, currently located at 6354 118th Avenue North in Pinellas Park, FL, is interested in expanding their business, and adding 25,000 square feet of manufacturing and office space to their abutting property at 6350 118th Avenue North; and

WHEREAS, the project meets established criteria, is supported by local government and will provide additional jobs and value-added employment to the citizens of Pinellas Park; and

WHEREAS, the Mayor and City Council of the City of Pinellas Park, Pinellas County, Florida, recognize that the expenditure of public funds to support economic development activities which retain businesses and create jobs is vital to the public purpose of employing citizens of Pinellas Park and ensuring the City's economic vitality;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:**

SECTION ONE: That the fees contained in Exhibit "A",
"Schedule of Fee Waiver" which is attached hereto and made a part
hereof, be waived for BCH Mechanical, L.L.C., the largest
mechanical contractor in Tampa Bay, currently located at 6354 118th
Avenue North in Pinellas Park, FL, interested in expanding their
business and adding 25,000 square feet of manufacturing and office
space to their abutting property at 6350 118th Avenue North, for
Land Development Fees for a period of 1 year from the effective
date of this Resolution. This recommendation is based upon the
expansion of the business, and the creation of 150 additional jobs
in Pinellas Park.

SECTION TWO: That fee waivers shall only be granted for BCH
Mechanical, L.L.C., and redevelopment associated with the property
located at 6350 118th Avenue North.

SECTION THREE: That this Resolution shall be in full force
and effect immediately upon its adoption and approval in the manner
provided by law.

ADOPTED THIS _____ DAY OF _____, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2019.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

EXHIBIT "A"
Schedule of Fee Waiver

Based upon the appropriate fee calculation per the Administrative Fee Schedule for the City, and the proposed plan, the Land Development fees for this project were estimated to be approximately Forty-Five Thousand Dollars \$45,000. The total estimated economic impact of this business expansion is a positive Fourteen Million Four Hundred Ninety-Three Thousand Seven Hundred Sixty Dollars (\$14,493,760.00) on the local economy. This is achieved through expenditures related to the design and construction of the proposed building for manufacturing and office space.

In no event will the waiver of Land Development Fees exceed the sum of \$50,000.00, or the term of 1 year.

<u>Fees</u>	<u>Estimated Value</u>
Land Development (1 yr.) Permits, plan review and inspections	\$50,000.00
Total - Not to Exceed	\$50,000.00

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 989-1011

January 22, 2019

Ms. Amanda Conte
Planning & Development Services
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-013
Resolution for BCH Mechanical, LLC

Dear Ms. Conte:

I have received and reviewed the above-mentioned Resolution for BCH Mechanical, LLC. I would approve of the Resolution as to form and correctness.

Very truly yours,


James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Development Administrator
Ben Ziskal, Planning & Development Services Director

JWD/law

19-013.01222019.LAC.BCH Mechanical.wpd



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City of Pinellas Park

Staff Report

File #: 19-024, **Version:** 1

Agenda Date: 2/14/2019

RESOLUTION NO. 19-06. A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, PROVIDING FOR A PARTIAL REDUCTION IN LAND DEVELOPMENT FEES AS OUTLINED IN EXHIBIT “A”, ATTACHED HERETO AND MADE A PART HEREOF, FOR ECONOMIC DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE EXPANSION OF BECKWITH ELECTRIC CO., INC., AND THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 6190 118TH AVENUE NORTH; PROVIDING FOR AN EFFECTIVE DATE

FIRST AND FINAL READING

NOTE: Beckwith Electric Co., Inc., a premier provider of innovative and high quality products, technical services and solutions that meet the needs of customers involved in the production, transmission, and distribution of electric power, is interested in expanding their business and adding additional manufacturing and office space to their current location at 6190 118th Avenue North. The total estimated economic impact of this business expansion is Five Million Dollars (\$5,000,000). This is achieved through expenditures related to the design and construction of the proposed building expansion, equipment purchases, and the creation of 30 new jobs. The project will not only add to Pinellas Park’s economic vitality, but will provide value-added employment to the citizens of Pinellas Park. To ease the financial burden of their expansion, Beckwith Electric Co., Inc. has submitted an Economic Development Incentive Application requesting a waiver of the associated City Land Development Fees. If approved, the accompanying Resolution waives up to, and not to exceed, Fifty Thousand Dollars (\$50,000) of the City’s Land Development fees for up to one (1) year. Beckwith Electric Co., Inc. qualifies for consideration of receipt of the incentive, and has met all of the criteria for eligibility established in Ordinance No. 4023, approved by City Council August 10, 2017.

ACTION: (Adopt - Deny) Resolution No. 19-06.

A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, PROVIDING FOR A PARTIAL REDUCTION IN LAND DEVELOPMENT FEES AS OUTLINED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, FOR ECONOMIC DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE EXPANSION OF BECKWITH ELECTRIC CO., INC., AND THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 6190 118TH AVENUE NORTH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to attract and retain businesses and jobs; and

WHEREAS, on August 10, 2017, the City Council approved Ordinance No. 4023, an Ordinance amending Chapter 18 (Land Development Code) of the Code of Ordinances of the City of Pinellas Park Florida, by amending section 18-1501 "Administrative and Legal Provisions" by creating a new subsection 18-1501.33 pertaining to economic development; by providing for a partial reduction in land development fees for certain businesses within the City that expand and enlarge and remain within the City; and

WHEREAS, Beckwith Electric Co., Inc., a premier provider of innovative and high quality products, technical services and solutions that meet the needs of customers involved in the production, transmission, and distribution of electric power, currently located at 6190 118th Avenue North in Pinellas Park, FL, is interested in expanding their business, and adding approximately 41,000 square feet of manufacturing and office space to their property; and

WHEREAS, the project meets established criteria, is supported by local government and will provide additional jobs and value-added employment to the citizens of Pinellas Park; and

WHEREAS, the Mayor and City Council of the City of Pinellas Park, Pinellas County, Florida, recognize that the expenditure of public funds to support economic development activities which retain businesses and create jobs is vital to the public purpose of employing citizens of Pinellas Park and ensuring the City's economic vitality;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the fees contained in Exhibit "A",
"Schedule of Fee Waiver" which is attached hereto and made a part
hereof, be waived for Beckwith Electric Co., Inc., a premier
provider of innovative and high quality products, technical
services and solutions that meet the needs of customers involved
in the production, transmission, and distribution of electric
power, currently located at 6190 118th Avenue North in Pinellas
Park, FL, interested in expanding their business and adding
approximately 41,000 square feet of manufacturing and office space
to their abutting property, for Land Development Fees for a period
of 1 year from the effective date of this Resolution. This
recommendation is based upon the expansion of the business, and
the creation of 30 additional jobs in Pinellas Park.

SECTION TWO: That fee waivers shall only be granted for
Beckwith Electric Co., Inc., and redevelopment associated with the
property located at 6190 118th Avenue North.

SECTION THREE: That this Resolution shall be in full force
and effect immediately upon its adoption and approval in the manner
provided by law.

ADOPTED THIS _____ DAY OF _____, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2019.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

EXHIBIT "A"
Schedule of Fee Waiver

Based upon the appropriate fee calculation per the Administrative Fee Schedule for the City, and the proposed plan, the Land Development fees for this project were estimated to be approximately Thirty Three Thousand Dollars (\$33,000). The total estimated economic impact of this business expansion is a positive Five Million Dollars (\$5,000,000.00) on the local economy. This is achieved through expenditures related to the design and construction of the proposed building for manufacturing and office space, and the addition of 30 new jobs immediately.

In no event will the waiver of Land Development Fees exceed the sum of \$50,000.00, or the term of 1 year.

<u>Fees</u>	<u>Estimated Value</u>
Land Development Fees(1 yr.) Permits, plan review and inspections	\$50,000.00
Total - Not to Exceed	\$50,000.00

City of
PINELLAS PARK

6141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

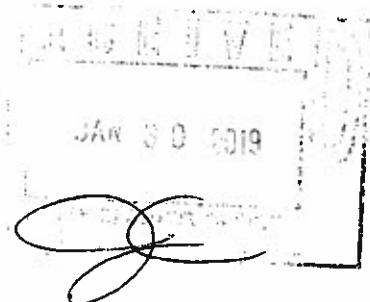
Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 644-7448



January 30, 2019

Ms. Shannon Coughlin
Economic Development Manager
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-025
Beckwith Resolution for Business Retention and Expansion

Dear Ms. Coughlin:

I have received and reviewed the above-referenced Resolution. I would approve of the Resolution as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Development Administrator
Benjamin Ziskal, Planning & Development Services Director

JWD/dh

19-025.01302019.LSC.Beckwith Resolution.wpd



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City of Pinellas Park

Staff Report

File #: 19-025, **Version:** 1

Agenda Date: 2/14/2019

AUTHORIZATION FOR THE MAYOR TO SIGN A JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF PINELLAS COUNTY FOR THE SHARED USE OF A RECREATION AREA - 7520 52nd Street North

NOTE: The School Board of Pinellas County agrees to allow the City to use a specific portion of the Pinellas Park Elementary School property, located at 7520 52nd Street North, for a term of ten years during certain dates and times as detailed in the agreement.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a joint use agreement with the School Board of Pinellas County for the shared use of a recreation area.

**PINELLAS PARK ELEMENTARY COMMUNITY PARK
JOINT USE AGREEMENT**

This Agreement is made and entered into this 13th day of November, 2018, by and between the City of Pinellas Park, Florida, a municipal corporation, hereinafter referred to as "City," and the School Board of Pinellas County, hereinafter referred to as "Board."

WHEREAS, the City has a need for playground and recreation areas for recreation activities in Pinellas Park to serve the citizens of Pinellas Park; and

WHEREAS, the Board has available open green space suitable for this purpose at Pinellas Park Elementary School, hereinafter referred to as the "School", located at 7520 52nd Street North, Pinellas Park; and

WHEREAS, on July 31, 2007, the Board and the City agreed to partner together to provide a playground for the public and school community. The City agreed to fund \$25,000 towards the purchase of play apparatus described herein at the School; and

WHEREAS, there are child care programs at some schools licensed by the Pinellas County License Board for children's Centers and Family Day Care Homes which are required to have the exclusive use of this area at certain times; and

WHEREAS, the City and the Board are each willing to cooperate in this matter under certain conditions and provisions, including those set forth in these recitals;

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board hereby provides the City with the use of a specific portion of the School, located on the southwesterly portion of the playfield, hereinafter referred to as the "Recreation Area" as shown in Exhibit "A." during certain times according to the following terms and covenants:

1. Term. The term of this Agreement will be for a period of ten (10) years, beginning November 13, 2018 and ending November 12, 2028. This agreement may be renewed for additional five (5) year periods by written agreement of the Superintendent, on behalf of the

City. The parties acknowledge the School's primary function as a public educational facility and that the continued renewal of this Agreement is contingent, in part, on student-population growth and the Board's facility needs at the School.

2. Dates and times of Use. The Board agrees to make the Recreation Area available for use by the general public as a park and playground during daylight hours when the School is not in session (but not before school on school days) during the term of this Agreement or any extension or renewal thereof. If the School has a licensed child care program operating at the School, then the Recreation Area shall be open to the public not before one and one-half hour after school dismissal but not later than 4:30 P.M. on school days and not later than 3:00 P.M. on weekdays in the summer. If the School does not have a licensed child care program operating at the School, the Recreation Area shall be open to the public not before one-half hour after dismissal and shall be open during daylight hours during non-school days. The Board may occasionally have need of the Recreation Area or a portion of the Recreation Area after school or on weekends, in which case Board use will have priority, however, School staff must provide a minimum of seven (7) days notice and schedule the dates in question with City Parks & Recreation staff.

3. Maintenance of Recreation Area. The Board agrees to maintain all fencing, fall area and play apparatus, already installed, and to make any necessary repairs in a timely manner.

4. Restrictions on Use. Use of the Recreation Area by private parties or organizations or by business enterprises for profit is only permitted with the written consent of the Superintendent of Schools or designee. Both parties agree to make no unlawful, improper, or offensive use of the facilities. The public shall be required to abide by all Board policies, including any policies which prohibit the consumption of tobacco products or alcoholic beverages on Board property. If, at any time, the School principal, or designee, determines the use of the Recreation Area or any portion thereof will cause disruption of or interference with the safety of the participants/spectators, the use for that day may be terminated immediately. The School principal shall provide written notice of such termination and reasons therefore to the City within five (5) days.

5. Parking. The School principal will designate parking facilities to be used by the public. Use of any other area, without the prior approval of the School principal, is prohibited.

6. Signs. The City will provide the necessary signage for any limitations on the use of the Park Area which shall include the times it is available for public use.

7. Hold Harmless. Subject to the Florida Statutory limits on the waiver of sovereign immunity, the parties agree to be responsible for their own acts of negligence and the negligent acts of their respective employees, servants or agents or on account of any unsafe conditions that may exist as a result of any negligent operation by the parties of the Recreation Area. The City and Board agree to provide each other proof of insurance coverage or self-insurance, if requested, in the amounts set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity by either party or consent to be sued by third parties.

8. Assignment, Inspection and Termination. The City and Board will not assign this Agreement or sublet the Recreation Area or any part thereof without the written consent of the other party. The Board, its officers, agents, and servants, will have the right to enter and inspect the Recreation Area and the activities being conducted thereon at reasonable times. This Agreement may be canceled by either the City or the Board with one hundred eighty (180) days written notice, without cause. This Agreement may be canceled by the City or the Board with cause, upon written notice to the defaulting party if said default is not cured within sixty (60) days of said notice.

11. Unforeseen Questions: The City and Board agree that in the event of unforeseen questions arising out of use of the Recreation Area or Improvements or otherwise arising under this Agreement, questions will be settled in writing between the Superintendent of Schools and the Mayor, or their respective designees for resolution of such questions concerning this Agreement. This paragraph shall include any provision or need for a water fountain or trash receptacles which is identified after the beginning of the Term.

12. Non-Appropriation Clause. The obligations of the City as to any funding required pursuant to this Agreement will be limited to an obligation in any given year to budget, appropriate and payable from legally available funds, after monies for essential City services

have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City will not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

13. Headings. The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe, any provision hereof.

IN WITNESS WHEREOF, the parties have hereto placed their hands and seals on
the date first above written.

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: 

Chairperson

Attest: 

Superintendent

CITY OF PINELLAS PARK, FLORIDA

By: _____

City Mayor

Attest: _____

City Clerk

Approved as to Form:

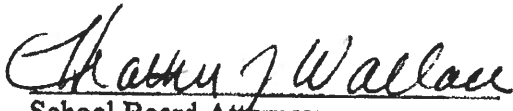

School Board Attorney

Exhibit A - Joint Use Agreement

Legend

- Centerlines
- Private Roads
- Rights of Way
- Parcel Lines



188.1 0 94.04 188.1 Feet 1:2,257

WGS_1984_Web_Mercator_Auxiliary_Sphere



Notes:

City of
PINELLAS PARK

5141 78TH AVE • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

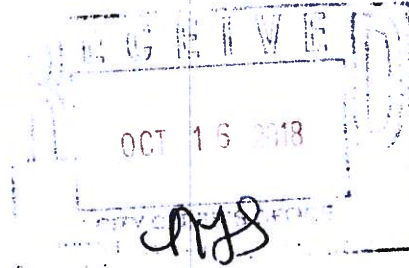


FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

October 17, 2018

Ms. Kathy Gademer
Planning & Zoning Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: City Document #18-323
Pinellas Park Elementary Community Park Joint Use Agreement

Dear Ms. Gademer:

I have received and reviewed the above-referenced Joint Use Agreement between the City of Pinellas Park and the School Board of Pinellas County. Subject to any additions or changes requested by Risk Management, I would approve of the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

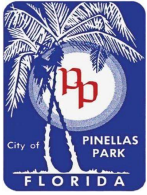
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Development Administrator
Tom Shevlin, Acting Planning & Zoning Director

JWD/dh

18-323.10172018.LKG.PP Elementary Comm Park Joint Use Agmt.wpd



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City of Pinellas Park

Staff Report

File #: 18-731, **Version:** 1

Agenda Date: 2/14/2019

CHANGE ORDER NO. 1 AND FINAL PAYMENT FOR PROJECT 18/005 PERFORMING ARTS CENTER DESIGN/BUILD - Bandes Construction Company, Inc.

NOTE: Change Order No. 1 is recommended for approval so that the final payment can be processed and the contract closed out. The account to be charged is 301781-562520, 18781/615-CONSTR.

ACTION: (Approve - Deny) Authorization for approval and acceptance of Change Order No. 1 for Project 18/005, Performing Arts Center Design/Build, an increase in the contract amount of \$314,351.00 for a total adjusted contract amount of \$837,401.00 and authorization for final payment of \$380,030.00 to Bandes Construction Company, Inc. to be charged to the appropriate account.

CONTRACT CHANGE ORDER

C4

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Pinellas Park PROJECT: (PAC) Performing Arts Center

5141 78th Ave. N
Pinellas Park, FL 33781

4951 78th Ave N
Pinellas Park, 33781

FROM CONTR:

Bandes Construction Co., Inc.
1368 Spalding Rd Ste C
Dunedin, FL 34698

VIA ARCHITECT: The Lunn Group

58 Morton Drive
Lakeland, FL 33801

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ \$523,050.00
2. Net change by Change Orders \$ \$314,351.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ \$837,401.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ \$837,401.00

5. RETAINAGE: 10. % of Completed Work \$ \$0.00
(Column D + E on G703)
b. % of Stored Material \$ 0
(Column F on G703)
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ \$0.00

6. TOTAL EARNED LESS RETAINAGE \$ \$837,401.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ \$457,371.00
8. CURRENT PAYMENT DUE \$ \$380,030.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ \$0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	314,351.00	0.00
TOTALS	314,351.00	0.00
NET CHANGES by Change Order	314,351.00	

APP # 3 Distribution to: ☒ OWNER
APPLICATION DATE: 28-Dec-18 ☐ ARCHITECT
PERIOD TO: 31-Dec-18 ☐ CONTRACTOR

PROJECT NOS: 1816
Contract Bid 18/005
CONTRACT DATE: 5/7/18

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Robert Bandes

Date:

1/2/19

State of: Florida
Subscribed and sworn to before me this
Notary Public: *Linda Brooks*
My Commission expires: *January, 2019*

County of: Pinellas

day of

January, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G702
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5292



CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 12/28/18
PERIOD TO: 12/31/18

ARCHITECT'S PROJECT NO:

Project Performing Arts Center

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
	Site Work							
S001	Testing	\$3,500.00	\$3,500.00	0.00		3,500.00	0.00	0.00
S002	Mobilization	\$10,000.00	\$10,000.00	0.00		10,000.00	0.00	0.00
S003	Layout	\$1,500.00	\$1,500.00	0.00		1,500.00	0.00	0.00
S004	Asphalt Survey	\$1,200.00	\$0.00	1,200.00		1,200.00	0.00	0.00
S005	Erosion Control	\$1,000.00	\$1,000.00	0.00		1,000.00	0.00	0.00
S006	Site Demo	\$4,100.00	\$4,100.00	0.00		4,100.00	0.00	0.00
S007	Clear & Grub Building Pad	\$1,000.00	\$1,000.00	0.00		1,000.00	0.00	0.00
S008	Irrigation Repair	\$100.00	\$100.00	0.00		100.00	0.00	0.00
S009	SOD	\$500.00	\$500.00	0.00		500.00	0.00	0.00
S010	Asphalt Paving	\$7,500.00	\$7,500.00	0.00		7,500.00	0.00	0.00
S011	Striping/ Signs	\$1,000.00	\$1,000.00	0.00		1,000.00	0.00	0.00
S012	Sidewalk / Curb Cut	\$2,340.00	\$2,340.00	0.00		2,340.00	0.00	0.00
S013	Median Bollards	\$4,000.00	\$4,000.00	0.00		4,000.00	0.00	0.00
	Sub Total Site Work	\$37,740.00	\$36,540.00	1,200.00	0.00	37,740.00	0.00	0.00
	SITE Change Orders (PCR)		\$0.00	0.00		0.00	0.00	0.00
		\$0.00	\$0.00	0.00		0.00	0.00	0.00
		\$0.00	\$0.00	0.00		0.00	0.00	0.00
	SITE & PCR Sub Total	\$37,740.00	\$36,540.00	1,200.00	\$0.00	\$37,740.00	0.00	0.00

	Building							
1	Building Demolition	\$5,290.00	\$5,290.00	0.00		5,290.00	0.00	0.00
2	Floor Protection	\$5,310.00	\$5,310.00	0.00		5,310.00	0.00	0.00
3	Plumbing Trenches	\$2,300.00	\$2,300.00	0.00		2,300.00	0.00	0.00
4	Soil Poisoning	\$580.00	\$580.00	0.00		580.00	0.00	0.00
5	Rebar Material	\$1,000.00	\$1,000.00	0.00		1,000.00	0.00	0.00
6	Concrete Foundations	\$6,200.00	\$6,200.00	0.00		6,200.00	0.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 12/28/18

PERIOD TO: 12/31/18

ARCHITECTS PROJECT NO:

Project Performing Arts Center

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
7	Slab on Grade	\$5,760.00	\$5,760.00	0.00		5,760.00	100%	0.00	0.00
8	Rebuild Planters	\$1,500.00	\$0.00	1,500.00		1,500.00	100%	0.00	0.00
9	New Masonry Opening	\$1,200.00	\$1,200.00	0.00		1,200.00	100%	0.00	0.00
10	Masonry	\$12,960.00	\$12,960.00	0.00		12,960.00	100%	0.00	0.00
11	Columns	\$1,800.00	\$1,800.00	0.00		1,800.00	100%	0.00	0.00
12	Roof Framing	\$25,920.00	\$25,920.00	0.00		25,920.00	100%	0.00	0.00
13	Vanity Shelving	\$2,650.00	\$2,650.00	0.00		2,650.00	100%	0.00	0.00
14	Caulking	\$300.00	\$300.00	0.00		300.00	100%	0.00	0.00
15	Masonry Foam Insulation	\$540.00	\$540.00	0.00		540.00	100%	0.00	0.00
16	Spray Foam Insulation	\$4,660.00	\$4,660.00	0.00		4,660.00	100%	0.00	0.00
17	Roofing	\$11,000.00	\$11,000.00	0.00		11,000.00	100%	0.00	0.00
18	Gutters/ Downspouts	\$1,200.00	\$0.00	1,200.00		1,200.00	100%	0.00	0.00
19	Vinyl Soffit	\$4,800.00	\$0.00	4,800.00		4,800.00	100%	0.00	0.00
20	Exterior HM Frames/Doors	\$2,000.00	\$2,000.00	0.00		2,000.00	100%	0.00	0.00
21	Interior HM Frames/ Doors	\$7,200.00	\$7,200.00	0.00		7,200.00	100%	0.00	0.00
22	Finish Hardware	\$3,000.00	\$3,000.00	0.00		3,000.00	100%	0.00	0.00
23	Door Labor	\$2,000.00	\$2,000.00	0.00		2,000.00	100%	0.00	0.00
24	Glazing/Mirror	\$1,650.00	\$1,650.00	0.00		1,650.00	100%	0.00	0.00
25	Misc Patching	\$6,570.00	\$6,570.00	0.00		6,570.00	100%	0.00	0.00
26	Drywall/Metal Studs	\$7,340.00	\$7,340.00	0.00		7,340.00	100%	0.00	0.00
27	Column/Beam Framing	\$6,400.00	\$6,400.00	0.00		6,400.00	100%	0.00	0.00
28	Stucco	\$4,800.00	\$4,800.00	0.00		4,800.00	100%	0.00	0.00
29	Acoustical ceiling Grid	\$3,000.00	\$3,000.00	0.00		3,000.00	100%	0.00	0.00
30	Acoustical Ceiling Tile	\$34,050.00	\$34,050.00	0.00		34,050.00	100%	0.00	0.00
31	Hard Tile	\$7,840.00	\$7,840.00	0.00		7,840.00	100%	0.00	0.00
32	Concrete Sealer	\$2,160.00	\$0.00	2,160.00		2,160.00	100%	0.00	0.00
33	Interior Painting	\$4,130.00	\$4,130.00	0.00		4,130.00	100%	0.00	0.00
34	Exterior Painting	\$6,250.00	\$6,250.00	0.00		6,250.00	100%	0.00	0.00
35	Signage	\$100.00	\$100.00	0.00		100.00	100%	0.00	0.00

C4

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

 APPLICATION NO: 3
 APPLICATION DATE: 12/28/18
 PERIOD TO: 12/31/18

ARCHITECTS PROJECT NO:

Project Performing Arts Center

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
36	Toilet Accessories	\$2,350.00	\$2,350.00	0.00		2,350.00	100%	0.00	0.00
37	Toilet Compartments	\$8,000.00	\$8,000.00	0.00		8,000.00	100%	0.00	0.00
38	FE & Cabinets	\$150.00	\$150.00	0.00		150.00	100%	0.00	0.00
39	1st Plumbing Rough	\$5,500.00	\$5,500.00	0.00		5,500.00	100%	0.00	0.00
40	2nd Plumbing Rough Wall	\$5,500.00	\$5,500.00	0.00		5,500.00	100%	0.00	0.00
41	Plumbing Fixtures	\$5,600.00	\$5,600.00	0.00		5,600.00	100%	0.00	0.00
42	Fire Sprinkler	\$4,940.00	\$4,940.00	0.00		4,940.00	100%	0.00	0.00
43	HVAC Equipment	\$6,000.00	\$6,000.00	0.00		6,000.00	100%	0.00	0.00
44	Exhaust Fans	\$1,000.00	\$1,000.00	0.00		1,000.00	100%	0.00	0.00
45	HVAC Duct Work	\$4,250.00	\$4,250.00	0.00		4,250.00	100%	0.00	0.00
46	T&Balance	\$1,500.00	\$1,500.00	0.00		1,500.00	100%	0.00	0.00
47	Electrical Fixtures Materials	\$26,300.00	\$26,300.00	0.00		26,300.00	100%	0.00	0.00
48	Electrical Wall Rough In	\$5,000.00	\$5,000.00	0.00		5,000.00	100%	0.00	0.00
49	Electrical Above Ceiling Rough-In	\$15,000.00	\$15,000.00	15,000.00		15,000.00	100%	0.00	0.00
50	MEP Trim Out	\$2,760.00	\$2,760.00	0.00		2,760.00	100%	0.00	0.00
	Sub Total Building	\$287,310.00	\$277,650.00	24,660.00	\$0	287,310.00		0.00	0.00
	Change Orders (PCR)								
		\$0.00	\$0.00	0.00		0.00	0%	0.00	0.00
		\$0.00	\$0.00	0.00		0.00	0%	0.00	0.00
		\$0.00	\$0.00	0.00		0.00	0%	0.00	0.00
	PCR Sub Total	\$287,310.00	\$277,650.00	24,660.00	\$0.00	287,310.00		0.00	0.00

	Design	\$40,000.00	\$40,000.00	0.00		40,000.00	100%	0.00	0.00
1	ARCH Design	\$50,000.00	\$50,000.00	0.00		50,000.00	100%	0.00	0.00
2	Contingency	\$90,000.00	\$90,000.00	0.00	\$0.00	90,000.00		0.00	0.00
	Sub Total	\$314,351.00	\$314,351.00	0.00		314,351.00	100%	0.00	0.00
	Change Orders (PCR)	\$0.00	\$0.00						
	OCC Misc SVCS	\$314,351.00	\$0.00	314,351.00		314,351.00	100%	0.00	0.00

C4

CONTINUATION SHEET

ALA DOCUMENT G703

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 12/28/18
PERIOD TO: 12/31/18

ARCHITECT'S PROJECT NO:

Project Performing Arts Center

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
		\$0.00	\$0.00	0.00			0.00	0%	0.00	0.00
		\$0.00	\$0.00	0.00			0.00	0%	0.00	0.00
	PCR Sub Total	\$404,351.00	\$90,000.00	314,351.00		\$0.00	404,351.00		0.00	0.00

GC000	General Conditions									
GC001	General Conditions	\$30,000.00	\$28,500.00	1,500.00			30,000.00	100%	0.00	0.00
GC002	Bond Premium	\$6,000.00	\$6,000.00	0.00			6,000.00	100%	0.00	0.00
GC003	Builders Risk	\$2,000.00	\$2,000.00	0.00			2,000.00	100%	0.00	0.00
GC004	Liability INS	\$20,000.00	\$20,000.00	0.00			20,000.00	100%	0.00	0.00
GC005	GC Fees / Overhead	\$50,000.00	\$47,500.00	2,500.00			50,000.00	100%	0.00	0.00
	General Conditions Sub Total	\$108,000.00	\$104,000.00	4,000.00			108,000.00		0.00	0.00
	GRAND TOTALS	\$837,401.00	\$508,190.00	344,211.00		\$0.00	837,401.00	100%	0.00	0.00

C4

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City of Pinellas Park

Staff Report

File #: 19-019, **Version:** 1

Agenda Date: 2/14/2019

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL DRAINAGE EASEMENT FROM THE LAKES HOMEOWNERS ASSOCIATION 1, INC.

NOTE: The City of Pinellas Park has requested a drainage easement from the Lakes Homeowners Association 1, Inc. to accommodate an existing drainage ditch, and for the future maintenance and operation of said drainage ditch.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a drainage easement from the Lakes Homeowners Association 1, Inc.

DRAINAGE EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2019, between **The Lakes Homeowners Association 1, Inc.** Mailing Address 901 North Hercules Avenue Suite A, Clearwater, Florida, 33765, Party of the First Part, and the City of Pinellas Park, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, Party of the Second Part. (*“Party of the First Part” and “Party of the Second Part” are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*) **WITNESSETH**, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Drainage Easement** over, across and through that portion of Parcel ID# 16/30/16/69732/400/6300, as further described below and depicted in Exhibit “A” (sketch of easement area) which is attached hereto and made a part hereof.

A PERPETUAL DRAINAGE EASEMENT OVER, ACROSS AND THROUGH THAT PORTION OF FARM 63, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 4-5 OF THE PUBLIC RECORDS OF HILLSBOROUGH, COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN NORTH 00°06'24" WEST 40.00'; THENCE NORTH 89°50'11" WEST 937.17' TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°50'11" WEST 80.00'; THENCE NORTH 00°04'56" EAST 189.16'; THENCE NORTH 89°50'11" WEST 160.00'; THENCE NORTH 00°04'56" EAST 172.00' TO THE SOUTH RIGHT OF WAY LINE OF LAKES BOULEVARD; THENCE 241.13' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1440.00', A CHORD BEARING OF NORTH 85°17'07" EAST 240.85'; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF LAKES BOULEVARD, RUN SOUTH 00°04'56" WEST 381.65' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 1.33 ACRES M.O.L.

It is the intention of the said Party of the First Part that this easement shall run with the land described above.
IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his Hand and Seal the day and year first above written.
SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

The Lakes Homeowners Association 1, Inc.

(Witness#1.) _____
(signature)

By: _____
Susan Russell, President

(print name)

(print name)

(Witness#2.) _____
(signature)

(print name)

State of Florida	The foregoing instrument was acknowledged before me this _____, 2019 by
County of Pinellas	_____(Name of person acknowledging and title of position)
	_____ Notary Public signature
	_____(Name of Notary typed, printed or stamped)
	Personally known _____ or produced identification _____
	Type of identification produced _____
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document DRAINAGE EASEMENT Number of Pages ____ Date of Document _____ Signers Other than Named Above <u>NONE</u>

City of

PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100

PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

January 22, 2019

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-019
Drainage Easement at The Lakes

Dear Mr. Petersen:

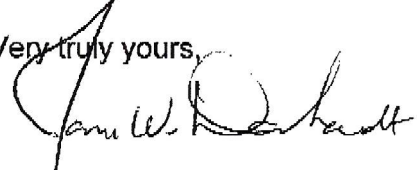
I have received and reviewed the above-mentioned Drainage Easement. Please update the signature block to appear as follows:

The Lakes Homeowners Association I, Inc.

By: _____
Susan Russell, President

Once the signature block is updated, and assuming that the legal description provided in the Easement is correct, I would approve of the Easement as to form and correctness.

Very truly yours,



James W. Denhardt
City Attorney

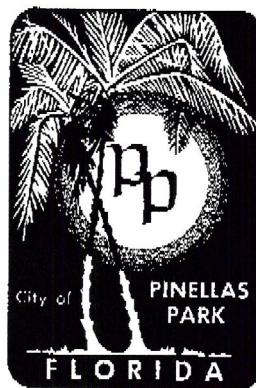
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Asst. City Manager
Bart Diebold, Public Works Administrator

JWD/law

19-019.01222019.LAP.LakesEasement.wpd



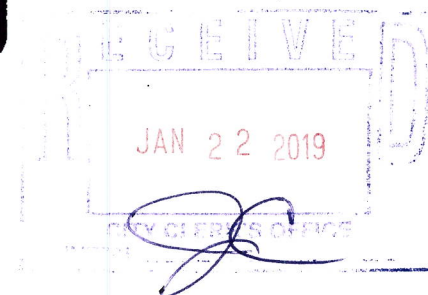
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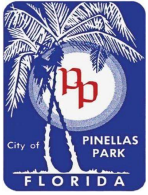
**FLORIDA**

PHONE • (727) 541-0700

FAX • (727) 544-7448

SUNCOM • 969-1011





City of Pinellas Park

Staff Report

File #: 19-020, **Version:** 1

Agenda Date: 2/14/2019

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A RIGHT-OF-WAY EASEMENT FROM AJG PROPERTY SEVEN LLC -7800 52nd Lane North

NOTE: The City of Pinellas Park has requested a right-of-way easement from AJG Property Seven LLC to increase the right-of-way width for the installation of a sidewalk, and for the future maintenance and operation of said equipment at 7800 52nd Lane North.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a right-of-way easement from AJG Property Seven LLC at 7800 52nd Lane North.

RIGHT OF WAY EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2019, between **AJG Property Seven LLC** Mailing Address 4801 Gulf Boulevard Suite 119, St. Petersburg Beach, Florida, 33706, Party of the First Part, and the City of Pinellas Park, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, Party of the Second Part. (*"Party of the First Part" and "Party of the Second Part" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

WITNESSETH, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Right Of Way Easement** over, across and through that portion of Parcel ID# 28/30/16/86688/000/0970, Property Address, 7800 52nd Lane North, Pinellas Park, Florida, 33781, as further described below and depicted in Exhibit "A" (Sketch of easement area) which is attached hereto and made a part hereof.

A RIGHT OF WAY EASEMENT OVER, ACROSS AND THROUGH THAT PORTION OF LOT 97, SUNILAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 32, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT 97, SUNILAND SUBDIVISION, FURTHER DESCRIBED ABOVE, SAID POINT BEING THE POINT OF BEGINNING, RUN NORTH 89°46'30" WEST 10.00'; THENCE NORTH 44°44'49" EAST 14.02'; THENCE SOUTH 00°43'52" EAST 10.00' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 49.97 SQ. FT. M.O.L.

It is the intention of the said Party of the First Part that this easement shall run with the land described above.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his Hand and Seal the day and year first above written.
SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

**AJG Property Holdings Group LLC, Managing
Member of AJG Property Seven LLC**

(Witness#1.) _____
(signature)

(print name)

(Witness#2.) _____
(signature)

(print name)

By: _____

**James Goodwin, Managing Member of
AJG Property Holdings Group, LLC**

(print name)

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this _____, 2019 by

(Name of person acknowledging and title of position)

Notary Public signature

(Name of Notary typed, printed or stamped)

Personally known _____ or produced identification _____

Type of identification produced _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE
ATTACHED TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document

RIGHT OF WAY EASEMENT

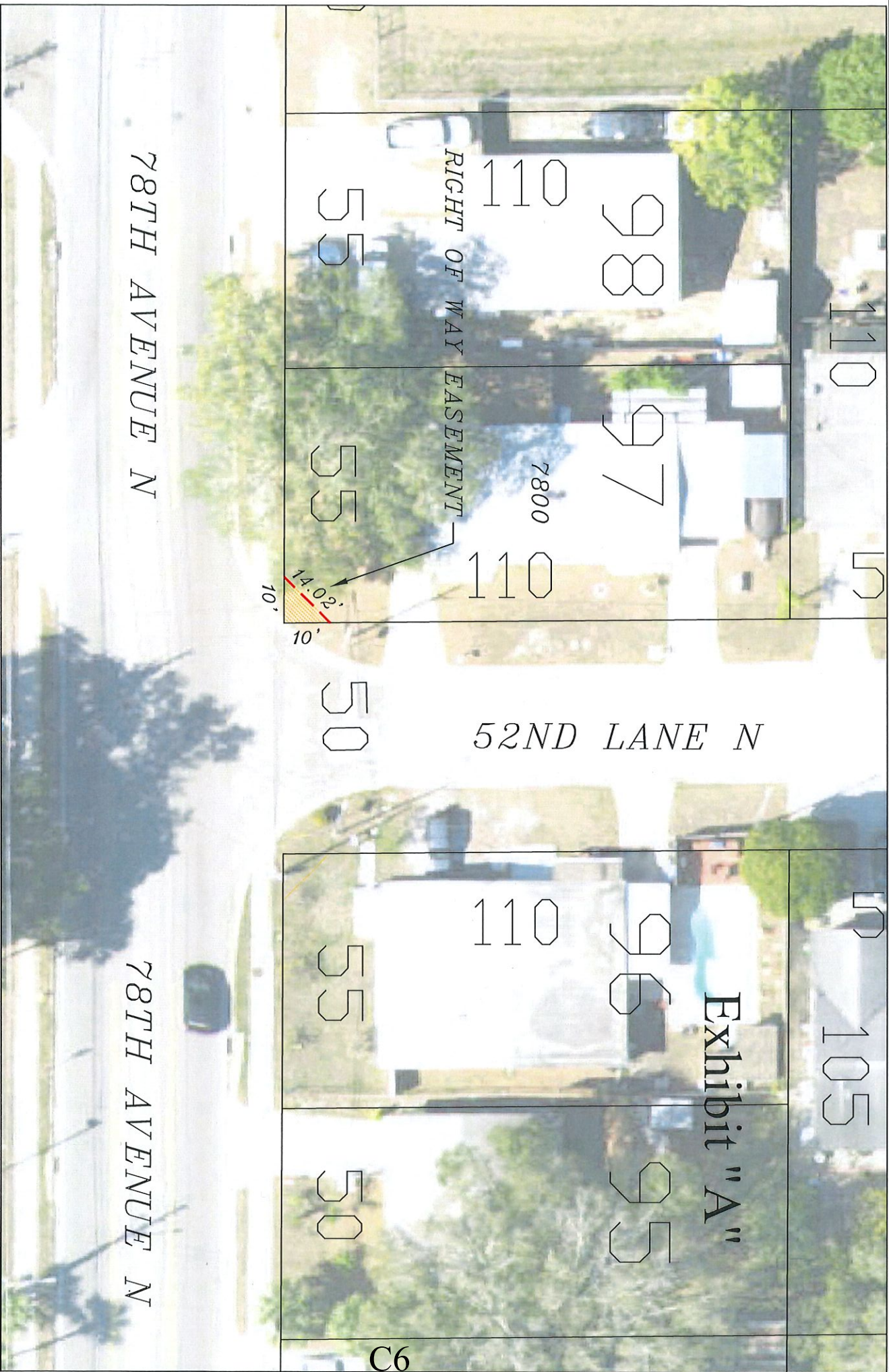
Number of Pages

Date of Document _____

Signers Other than Named Above

NONE

CG



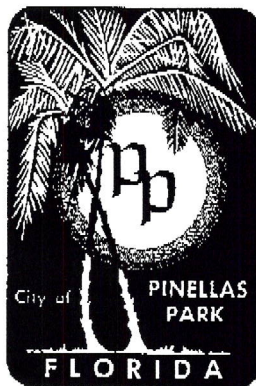
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↑
1"=30'

RIGHT OF WAY EASEMENT
7800 52ND LANE N
PINELLAS PARK, FL 33781

City of

PINELLAS PARK

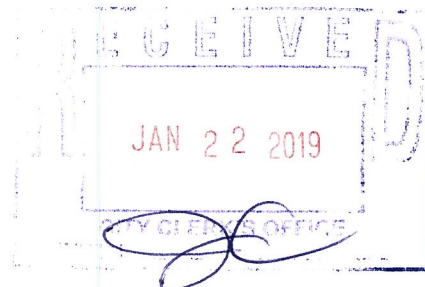
5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

**FLORIDA**

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 969-1011

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



January 22, 2019

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-017
Right of Way Easement for 7800 52nd Lane

Dear Mr. Petersen:

I have received and reviewed the above-mentioned Right of Way Easement. According to the Division of Corporations website, the Managing Member of AJG Property Seven LLC is AJG Property Holdings Group LLC. The Managing Member of AJG Property Holdings Group, LLC is James Goodwin. Please update the signature block for the Easement to read as follows:

AJG Property Holdings Group LLC, Managing
Member of AJG Property Seven LLC

By: _____
James Goodwin, Managing Member of
AJG Property Holdings Group, LLC

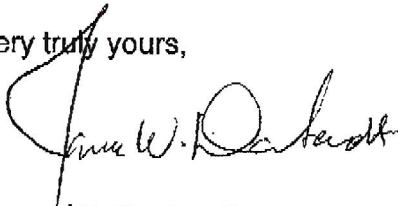


PRINTED ON RECYCLED PAPER

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
Page 2

Once this change has been incorporated, and assuming that the legal description is correct, I would approve of the Easement as to form and correctness.

Very truly yours,

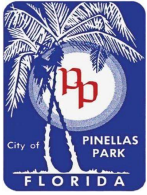
A handwritten signature in black ink, appearing to read "James W. Denhardt", written over the closing "yours,".

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Asst. City Manager
Bart Diebold, Public Works Administrator

JWD/law

19-017.01222019,LAP,AJO Easement.wpd



City of Pinellas Park

Staff Report

File #: 19-021, **Version:** 1

Agenda Date: 2/14/2019

AUTHORIZATION FOR CITY MANAGER TO SIGN 2018 LOAN AGREEMENT, SDA0059 WITH THE UNITED STATES OF AMERICA OR "THE GOVERNMENT," REPRESENTED BY THE NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)

NOTE: This authorizes the City Manager to sign a renewal loan agreement for an aerospace vehicle that is currently displayed at Freedom Lake Park. The proposed renewal loan agreement has been reviewed by the City Attorney's office. This is a one (1) year loan agreement for a time period beginning April 1, 2019 and ending March 31, 2020.

ACTION: (Approve - Deny) Authorization for the City Manager to sign the 2019 loan agreement, SDA0059 with United States of America or "the government," represented by the National Museum of the United States Air Force (NMUSAF) for an aerospace vehicle.

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 68 degrees and 50% relative humidity. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue

paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

INSTRUCTIONS FOR COMPLETING THE STATIC DISPLAY LOAN RENEWAL PACKAGE

1. **LOAN AGREEMENT:** Review, sign and date the Acceptance Statement located on page six of the loan agreement. The Loan Agreement must be signed by the individual authorized to obligate the organization.

NOTE: No changes are authorized to be made to the Loan Agreement. Any changes made will automatically void the Agreement. Return the entire document, excluding Attachments 1&2.

2. **INVENTORY REPORT:** Complete a physical inspection of each item, verifying the nomenclature against the attached inventory report. Please annotate any discrepancies such as additions (munitions that are attached to the aerospace vehicles), shortages, damage or deterioration. Upon completion of the physical inspection, sign and date the Certification Statement at the bottom of the inventory.

3. **POINT OF CONTACT INFORMATION SHEET:** Review the Point of Contact Information sheet and make pen and ink changes only to correct the information, **do not retype**. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization is the Historical Property Custodian (no exceptions).
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the National Museum of the USAF and can answer any questions in reference to the items on loan. This individual may be different from the Historical Property Custodian.
- Email Address: This is the email address for all correspondence.

4. **PHOTO REQUIREMENT:** Provide a CD containing current digital images saved in JPG format. No hard copies, videos, movies, PowerPoints, etc will be accepted.

Images must contain:

- General view of the **whole aircraft/missile in its entirety, taken from both left and right sides** to include sufficient detail to show the overall condition and tail number for the airframe. No section or angle shots. Images for all other artifacts will be of sufficient detail to insure positive identification of each object.
- Any damage to the item (e.g. corrosion, insect/animal infestation, paint chipping or fading, broken or cracked canopies or windows). Provide both close up, detailed views and wide angle views (where appropriate).
- Any armaments or munitions attached to items on loan; images should show sufficient detail to ensure positive identification of each object (if applicable).
- If aircraft/missile has been reconfigured, a photograph of the sign is required. See paragraph 13 of the Loan Agreement for sign requirement.

5. **INSURANCE:** Provide proof of insurance to include name of carrier, limits of liability and period of coverage (copy of binder). For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value".

- For self-insured organizations, proof shall constitute of a written and signed statement attesting to ability to reimburse for full replacement value will be provided each year. **Document must be dated.**

6. **RETURN CHECK LIST:** Complete return check list.

STATIC DISPLAY LOAN RENEWAL PACKAGE

RETURN CHECKLIST

- ☐ Signed/dated Loan Agreement. Return entire document excluding Attachment 1&2.
-Loan Agreement must be signed by an individual authorized to obligate the organization/municipality/county.
- ☐ Signed/dated Inventory Report.
- ☐ Updated Point of Contact Information Sheet.
-Do not retype this sheet.
- ☐ Compact Disc (CD) of photographs of each item on loan.
-Photographs will show the entire item (left and right side). Additional photographs should be detailed enough to show the condition and tail number of the airframe.
-DO NOT send printed photos, flash drives, movies, PowerPoints, etc. . .
-Ensure the photos have been saved to the CD.
- ☐ Proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).
-For self-insured organizations, proof shall constitute a signed and dated statement, on official letterhead, attesting to the ability to reimburse for full replacement value.

DUE TO EMAIL RESTRICTIONS THE LOAN RENEWAL PACKAGE MUST BE RETURNED THROUGH THE MAIL TO THE FOLLOWING ADDRESS:

NATIONAL MUSEUM OF THE USAF/MUC
ATTN: MELISSA SHAW
1100 SPAATZ ST
WRIGHT-PATTERSON AFB OH 45433

SUSPENSE DATE 31 MARCH 2019

2019 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0059
CITY/ORGANIZATION NAME	CITY OF PINELLAS PARK
MAILING ADDRESS	5141 78TH AVE
CITY	PINELLAS PARK
STATE/COUNTRY	FL
ZIP CODE	33781
PHYSICAL LOCATION OF ITEM	Freedom Lake Park
HISTORICAL PROPERTY CUSTODIAN	MR DOUGLAS A. LEWIS
TITLE, HISTORICAL PROPERTY CUSTODIAN	CITY MANAGER
PRIMARY POINT OF CONTACT	MR AARON PETERSON
TITLE PRIMARY POINT OF CONTACT	CONSTRUCTION SERVICES DIRECTOR
PRIMARY PHONE NUMBER	727-369-5728
ALTERNATE PHONE NUMBER	727-369-0700
PRIMARY FAX NUMBER	727-369-5799
EMAIL ADDRESS	dlewis@pinellas-park.com

**NATIONAL MUSEUM of the U.S. AIR FORCE
INVENTORY REPORT**

Loan Account Number SDA0059

02-Jan-19

RCS: HAF-HO(A) 880

ACCESSION #	NOMENCLATURE	Value
SD-2000-0118	AIRCRAFT, F-16A, 80-0528	\$13,000

I certify that the above listed items shown on Pages 1 through 1
have been accounted for with any discrepancies so noted.

Signature: _____
(Historical Property Custodian) (Date)

Typed or Printed Name

Typed or Printed Title

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY LOAN PROGRAM**

2019 LOAN AGREEMENT, SDA0059

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the CITY OF PINELLAS PARK, hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of FL and located at PINELLAS PARK, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2019 and ending 31 March 2020. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include, but not limited to, annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2019.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item Property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the

FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing current digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year)."

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return said Property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the NMUSAF.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.5. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Fourteenth Day of January, 2019, at Wright-Patterson AFB Ohio.

By: **SHAW.MELISSA.L.1** Digitally signed by
268824703 SHAW.MELISSA.L.1268824703
MELISSA SHAW Date: 2019.01.14 13:19:25 -05'00'

Title: Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Fax Number: (937) 656-4081

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2019, at _____.

(Name of Borrower/Organization)

By: _____
(Signature)

(Typed or Printed Name & Title)

Address: _____

Telephone: _____ Fax Number: _____

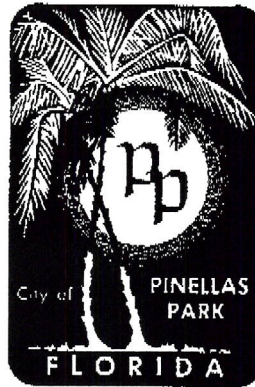
Email: _____

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

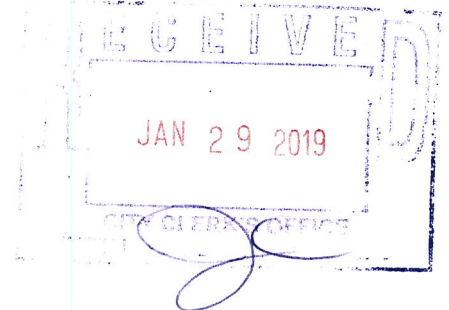
Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448



January 28, 2019

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-022
NMUSAF Loan and Statis Display Programs

Dear Mr. Petersen:

I have received and reviewed the above-referenced agreement. I would approve of the agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

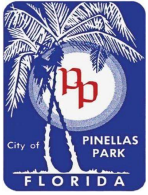
JWD/dh

19-022.D1282019.LAP.NMUSAF Loan.wpd



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City of Pinellas Park

Staff Report

File #: 19-022, **Version:** 1

Agenda Date: 2/14/2019

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM SP PINELLAS I LLC - 7875 49th Street N

NOTE: The City of Pinellas Park has requested a utility easement from SP Pinellas I LLC to accommodate new utility equipment, and for the future maintenance and operation of said equipment at 7875 49th Street N.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from SP Pinellas I LLC at 7875 49th Street North.

UTILITY EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2019, between **SP Pinellas I LLC**, Mailing Address 2430 Estancia Boulevard, Suite 114, Clearwater, Florida, 33761, Party of the First Part, and the **City of Pinellas Park**, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, Party of the Second Part. (*"Party of the First Part" and "Party of the Second Part" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

WITNESSETH, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Utility Easement** over, across and through that portion of Parcel ID# 28/30/16/69858/100/3102, Property Address, 7875 49th Street North, Pinellas Park, Florida, 33781, as further described in the legal description and sketch of easement area as depicted in Exhibit "A" which is attached hereto and made a part hereof.

See Attached Legal Description and Sketch, Exhibit "A"

It is the intention of the Grantor that this easement shall run with the land described above.

IN WITNESS WHEREOF, the Grantor has hereunto set his Hand and Seal the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

**SP Pinellas I Manager LLC, as Manager
of SP Pinellas I LLC**

(Witness#1.) _____
(signature)

By J. David Page, Manager

(print name)

(print name)

(Witness#2.) _____
(signature)

(print name)

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this _____, 2019, by

(Name of person acknowledging and title of position)

Notary Public signature

(Name of Notary typed, printed or stamped)

Personally known _____ or produced identification _____

Type of identification produced _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE
ATTACHED TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document **Utility Easement**
Number of Pages ____ Date of Document _____
Signers Other than Named Above **NONE**

Exhibit "A"

LINE TABLE				
L-1	N	89°32'52"	E	20.00'
L-2	S	00°27'08"	E	15.00'
L-3	S	89°32'52"	W	20.00'
L-4	N	00°27'08"	W	15.00'

49TH STREET NORTH

STATE HIGHWAY 691

100' PUBLIC R/W VARIABLE WIDTH ASPHALT PAVEMENT

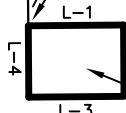
GRASS

RIGHT OF WAY

S 00°27'08" E 183.80'

RIGHT OF WAY

POINT OF BEGINNING



PROPOSED 15'x 20' UTILITY EASEMENT

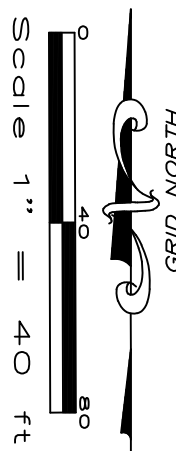
ALLAMANDA PARK
SUBDIVISION
(P.B. 40, PG. 71)

LOT 1
BLOCK 3

LOT 2
BLOCK 3

POINT OF COMMENCEMENT
SW CORNER LOT 1, BLOCK 3

VACATED
80TH AVENUE NORTH



DESCRIPTION SKETCH
(NOT A BOUNDARY SURVEY)

EASEMENT DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, ALLAMANDA PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 40, PAGE 71, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT OF WAY LINE OF 49th STREET NORTH, S 00°27'08" E A DISTANCE OF 183.80 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY, N 89°32'52" E A DISTANCE OF 20.00 FEET; THENCE S 00°27'08" E A DISTANCE OF 15.00 FEET; THENCE S 89°32'52" W A DISTANCE OF 20.00 FEET TO EAST RIGHT OF WAY LINE OF 49th STREET NORTH; THENCE ALONG SAID RIGHT OF WAY, N 00°27'08" W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 300 SQ. FEET ±

AMERICAN SURVEYING INC.
L.B. #7168



4847 NORTH FLORIDA AVENUE
TAMPA, FLORIDA 33603
TEL. (813)234-0103 • FAX (813)234-0108

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE IN COMPLIANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYS IN FLORIDA AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE CHAPTER 472.027.

Marcus N Hall Jr

12/28/2018

MARCUS N HALL JR - PROFESSIONAL SURVEYOR & MAPPER #6276 DATE OF SURVEY
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER OR ITS ELECTRONIC EQUIVALENT

PREPARED FOR:

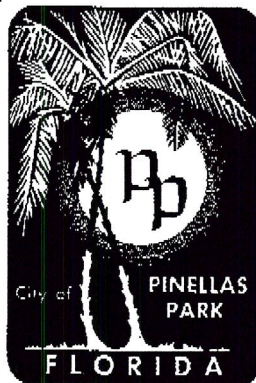
TAMPA CIVIL AND DESIGN

PROJECT NO.:	02003018B	DATE:	12/28/2018	CC.:	DWN.: MNH	APRVD.:
PROJECT NO.:		DESCRIPTION		DATE	DWN.	APRVD.
	C8					

City of

PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

**FLORIDA**

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

January 30, 2019

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-027
Utility Easement for 7875 49th Street North

Dear Mr. Petersen:

I have received and reviewed the above-referenced Utility Easement for the property located at 7875 49th Street. The signature block for the owner should be updated to appear as follows:

SP Pinellas I Manager LLC, as Manager
of SP Pinellas I LLC

By J. David Page, Manager

Once the above change is incorporated, and assuming that legal description in Exhibit A is correct, I would approve of the Easement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

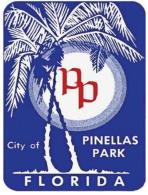
JWD/dh

18-027.01302019.LAP, Utility Easement for 7875 49th Street North



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City of Pinellas Park

Staff Report

File #: 19-027, **Version:** 1

Agenda Date: 2/14/2019

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL INGRESS/EGRESS EASEMENT TO SP PINELLAS I LLC - 7875 49th Street N

NOTE: The City of Pinellas Park and the Pinellas Park Water Management District have requested a perpetual ingress/egress easement at 7875 49th Street N. to access their existing drainage infrastructure and for the future maintenance and operation of said infrastructure at 7875 49th Street N.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to accept a perpetual ingress/egress easement to SP Pinellas I LLC at 7875 49th Street N.

INGRESS-EGRESS EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2019, between **SP Pinellas I LLC**, Mailing Address 2430 Estancia Boulevard, Suite 114, Clearwater, Florida, 33761, Party of the First Part, and the **Pinellas Park Water Management District** located at 6460 35th Street North, Pinellas Park, Florida, 33781 and the **City of Pinellas Park**, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, (Collectively, Party of the Second Part). (*"Party of the First Part" and "Party of the Second Part" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

WITNESSETH, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Ingress-Egress Easement** over, across and through that portion of Parcel ID# 28/30/16/69858/100/3102, Property Address, 7875 49th Street North, Pinellas Park, Florida, 33781, as further described in the legal description and sketch of easement area as depicted in Exhibit "A" which is attached hereto and made a part hereof.

See Attached Legal Description and Sketch, Exhibit "A"

It is the intention of the Grantor that this easement shall run with the land described above.

IN WITNESS WHEREOF, the Grantor has hereunto set his Hand and Seal the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

**SP Pinellas I Manager LLC, as Manager
of SP Pinellas I LLC**

(Witness#1.) _____
(signature)

By J. David Page, Manager

(print name)

(print name)

(Witness#2.) _____
(signature)

(print name)

State of Florida

The foregoing instrument was acknowledged before me this _____, 2019, by

County of Pinellas

(Name of person acknowledging and title of position)

Notary Public signature

(Name of Notary typed, printed or stamped)

Personally known _____ or produced identification _____

Type of identification produced _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE
ATTACHED TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document

Ingress-Egress Easement

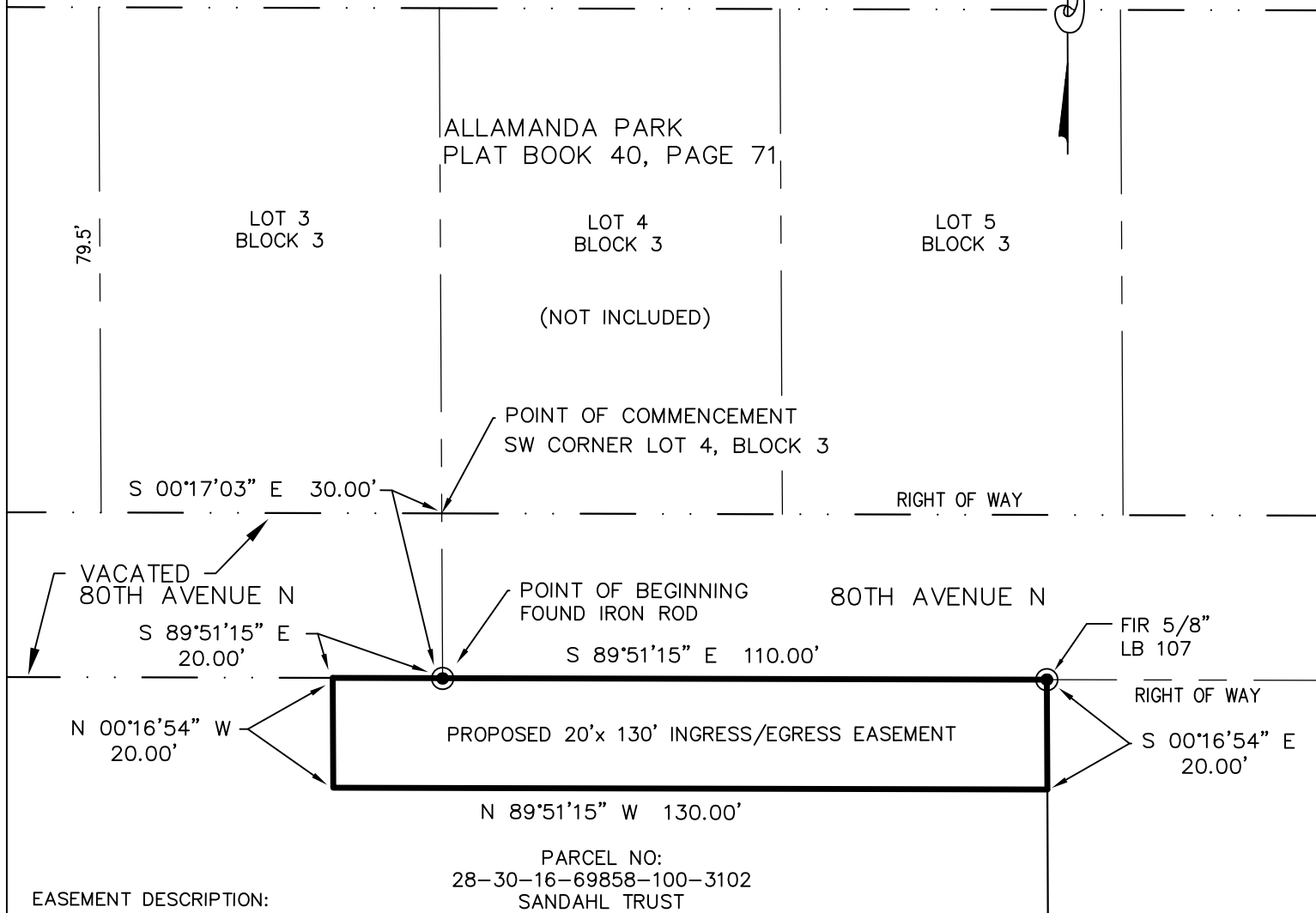
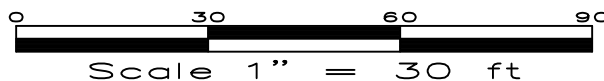
Number of Pages

Date of Document _____

Signers Other than Named Above NONE

Exhibit "A"

DESCRIPTION SKETCH (NOT A BOUNDARY SURVEY)



EASEMENT DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 3, ALLAMANDA PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 40, PAGE 71, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LOT 4 EXTENDED S 00°17'03" E A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF 80th AVENUE NORTH AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY, S 89°51'15" E A DISTANCE OF 110.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, S 00°16'54" E A DISTANCE OF 20.00 FEET; THENCE N 89°51'15" W A DISTANCE OF 130.00 FEET; THENCE N 00°16'54" W A DISTANCE OF 20.00 FEET; THENCE S 89°51'15" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2600 SQ. FEET ±



AMERICAN SURVEYING INC.

L.B. #7168

4847 NORTH FLORIDA AVENUE
TAMPA, FLORIDA 33603

PH. (813)234-0103 • FAX (813)234-0108

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE IN COMPLIANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYS IN FLORIDA AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE CHAPTER 472.027.

Marcus N Hall Jr

12/28/2018

MARCUS N HALL JR - PROFESSIONAL SURVEYOR & MAPPER #6276 DATE OF SURVEY
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER OR ITS ELECTRONIC EQUIVALENT

PREPARED FOR:

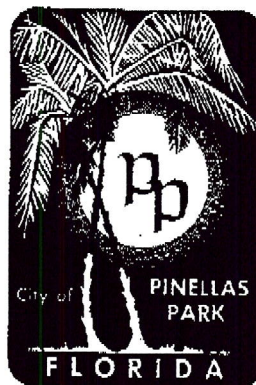
TAMPA CIVIL AND DESIGN

PROJECT NO.:	DATE:	CC.:	DWN.:	APRVD.:
02003018B	12/28/2018		MNH	
PROJECT NO.:	DESCRIPTION	DATE	DWN.	APRVD.
C9				

City of

PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

**FLORIDA**

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

January 30, 2019

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-026
Ingress-Egress Easement for 7875 49th Street North

Dear Mr. Petersen:

I have received and reviewed the above-referenced Easement. Please update the signature block for the owner to appear as follows:

SP Pinellas I Manager LLC, as Manager
of SP Pinellas I LLC

By J. David Page, Manager

Once the above change is incorporated, and assuming that legal description and sketch in Exhibit A is correct, I would approve of the Ingress-Egress Easement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

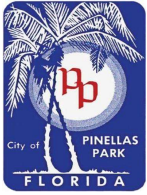
JWD/dh

19-26.01312019.LAP.Ingress Egress Easement for 7875 49th St N.wpd



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City of Pinellas Park

Staff Report

File #: 19-028, **Version:** 1

Agenda Date: 2/14/2019

**AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION CONTRACT
BID FSA18-VEH16.0 - One 2019 International HV/Aquatech Sewer Cleaner**

NOTE: This sewer cleaner truck is a new addition for the Sewer Division and will be used to perform routine duties throughout the City. The amount budgeted for this equipment is \$410,000.00 and can be found on page 243 of the 18/19 budget book. The total cost for this equipment is \$383,666.00 and will be charged to account 501322-566109.

ACTION: (Approve - Deny) Authorization to purchase under Florida Sheriff's Association Contract BID FSA18-VEH16.0, One (1) 2019 International HV series chassis from Sun State International Trucks, LLC, Tampa, Florida and an Aquatech B-10/1450 cleaner body from Pat's Pump & Blower, Orlando, Florida at a total cost of \$383,666.00 to be charged to the appropriate account.

1/3/2019



FLORIDA SHERIFF'S ASSOCIATION Contract - BID FSA 18-VEH 16.0

Customer: CITY OF PINELLAS PARK
Date of Quote: 10/9/2018

Specification:	15	Region:	CENTRAL	Quantity	Unit Cost	extended
Base Price:	2019 INTERNATIONAL HV			1	\$ 91,620.00	\$91,620.00
Contract Options: All Contract Options include a 4% minimum discount from manufacturer MSRP						
HV6074	Navistar HV Model-Cummins L9 370hp, manual transmission			1	\$ (3,790.00)	\$ (3,790.00)
13AVR	Transmission Upg. ALLISON 3000RDS			1	\$ 6,890.00	\$ 6,890.00
66GVWR	66,000 GVWR Pkg, 20K Ft./46K Rr			1	\$ 9,500.00	\$ 9,500.00
1GBP	Double Frame Full Insert			1	\$ 1,580.00	\$ 1,580.00
VAC	Sewer Vac chassis prep			1	\$ 5,500.00	\$ 5,500.00
5708	Tilt Steering Column			1	\$ 120.00	\$ 120.00
LEDPKG	LED Lighting Package			1	\$ 570.00	\$ 570.00
60AAA	Remote Power Module Body Interface (Requires 2 - \$550.00ea)			1	\$ 1,100.00	\$ 1,100.00
15LKX	Fuel Water Separator			1	\$ 400.00	\$ 400.00
7BKS	Vertical Exhaust System			1	\$ 2,950.00	\$ 2,950.00

Non-Contract Options: All Non-Contract Options include a 4% minimum discount from manufacturer MSRP

Total:		\$ 116,440.00	\$ 116,440.00
	**Florida Waste Tire Fee	\$ 1.00	\$ -
	**Florida Waste Battery Fee	\$ 1.50	\$ -
Total Purchase Order Amount:		\$ 116,440.00	\$ 116,440.00

Cab Color:

WHITE

Body Color:

--

**included in base price

Prepared By:
Carlos Correa
Sun State International Trucks, LLC.
6020 Adamo Drive
Tampa, FL 33619
office - 941.552.1260
fax - 941.351.9108
cell - 941.330.7840
email - Carlos.Correa@sunstateintl.com

Customer: City of Pinellas Park
Authorized Agent: Mark Bates
Address:

Signature: _____

Date of Approval: _____

PAT'S PUMP & BLOWER

2141 W. CHURCH STREET ORLANDO, FL 32805

800-359-7867 * 407-648-2096 fax

www.patspump.com

December 14, 2018,

CITY OF PINELLAS PARK

Mr. Mark Bates - REVISED PROPOSAL

RE: PURCHASE OF (1) NEW B-10/1450 AQUATECH SEWER CLEANER VIA THE
FLORIDA SHERIFF'S ASSOCIATION CONTRACT # FSA18-VEH16.0 SPEC # 53

This offer is for the BODY ONLY and the City must select an appropriate chassis to mount unit
onto. We will coordinate with your selected chassis dealer for all integration issues.

SPECIFICATIONS AND PRICING

Base Price B-10/1150		\$217,196.00
----------------------	--	--------------

Deduct for 2000 PSI ILO 2500	(-)	<u>1,100.00</u>
ADJUSTED BASE PRICE		\$216,096.00

ADD OPTIONS

A338837-2 TOP AND FLOOR TANK FLUSHERS		3,500.00
200041010 23' EXTENDABLE BOOM	\$	4,600.00
NPN EXTRA 300 GALLONS WATER (1,450 TOTAL)		10,700.00
A245901-4 DEBRIS TANK VIBRATOR		<u>3,890.00</u>

TOTAL SPECIFIED CONTRACT OPTIONS		\$238,786.00
----------------------------------	--	--------------

A215555-23 Unloader system side and rear		6,000.00
A24996-HYD-PAT HYD POWERED LATERAL CLEAN SYS		5,890.00
121003288 Front water sight tubes		260.00
A383276 Hose counter spring loaded		755.00
A175252-COBRA 600" of 1" 2500 PSI sewer hose		980.00
A180555-S 60"X24"X24" SIDE Mounted toolbox		1,900.00
A270760 24"X20.5"X10" Nozzle toolbox		785.00
A384668-3 Tiger tail holder under tube bumper		260.00
A338740-TBM 4 TUBE LAZY SUSAN		2,335.00
A240404-1 Front 8" 2 tube holder		920.00
121004478 Foot pedal control		500.00
A120002 Back-up alarm		180.00
A120096-XVAC Low water warning light and alarm		360.00
A382557-1 Back-up camera system		1,020.00

A388571	LED LIGHTING PACKAGE	7,500.00
(4 body strobes, 2 mirror strobes ,6 flood lights, 2 boom lights, arrowboard, hand spot lt)		
A176150	25' Fill Hose	160.00
A220260-CH-NC	Traffic cone holder (no cones)	265.00
A220330	Hydrant wrench	50.00
A221800	Manhole cover removal tool	80.00
A235006	3" Flexible hose guide	90.00
A383785	Stainless steel fenders	295.00
A388552	DOT Safety kit	440.00
A388575	Rear tow hooks	280.00
A243924-1	Tank access steps with 824 blower	705.00
A382413-9	Debris tank splash shield w/ tube bumper	1,300.00
A176110	1" X 20' Leader hose	<u>130.00</u>

*TOTAL UNSCHEDULED OPTIONS SUBJECT TO DISCOUNT	\$ 33,400.00
--	--------------

* 1% DISCOUNT	\$ <u>334.40</u>
TOTAL UNSCHEDULED OPTIONS	\$ 33,105.60

REPEAT CUSTOMER DISCOUNT	(-)	\$ 5,000.00
--------------------------	-----	-------------

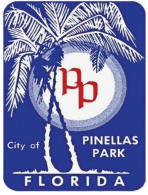
TOTAL BODY PRICE - DELIVERED	\$267,226.00
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This offer includes factory inspection of completed unit with all costs borne by Pat's Pump & Blower.

Please advise if you require additional info.

Steve Newman
 941-232-3298 cell
cmeoffl@aol.com

cc: PP&B



City of Pinellas Park

Staff Report

File #: 19-029, **Version:** 1

Agenda Date: 2/14/2019

AWARD OF BID 18/001- DESIGN/BUILD BANDSHELL AT ENGLAND BROTHERS PARK - Lema Construction

NOTE: Bids were legally advertised and bids were solicited on Demand Star and the City website. Three (3) bids were received with Lema Construction (1631 Commerce Ave. N., St. Petersburg, Florida 33716) being the highest ranked bidder with a bid submittal of \$399,997.00. This Capital Improvement Project can be found in the FY 18/19 budget book and will be charged to account 301781-562520. Bid book is available for review.

ACTION: (Approve - Deny) Authorization to award Bid 18/001 Design/Build for Bandshell at England Brothers Park to Lema Construction in the amount of \$399,997.00 to be charged to the appropriate account.

BID TABULATION

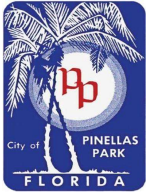
BID OPENING DATE: 12/05/2018

BID OPENING TIME: 10:00 A.M.

BID 18/001

DESIGN/BUILD – BANDSHELL @ ENGLAND BROTHERS PARK

LEMA CONSTRUCTION 1631 COMMERCE AVE. N., ST. PETERSBURG, FL 33716 TELEPHONE: 727-563-0298	\$399,997.00
ENGLAND BROTHERS CONSTRUCTION CO INC. 12255 75TH STREET NORTH, LARGO, FL 33773 TELEPHONE: 727-531-7649	\$499,566.00
BANDES CONSTRUCTION CO. INC. 1368 SPALDING RD SUITE C, DUNEDIN FL 34698 TELEPHONE: 727-733-5558	\$888,830.00



City of Pinellas Park

Staff Report

File #: 19-031, **Version:** 1

Agenda Date: 2/14/2019

AUTHORIZATION FOR MAYOR TO SIGN AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. - CONSULTANT SERVICES FOR STORMWATER RATE STUDY - For RFP 18/011

NOTE: In accordance with Resolution 15-12, at the City Council meeting on December 13, 2018, the City Manager was directed by City Council to enter into negotiations with the firm of Stantec Consulting Services, Inc., as the most qualified of three firms for Consultant Services to provide a Rate Study for Stormwater. Those negotiations have been held, and the amount of \$159,843.00 has been determined to be a fair cost for these services to be charged to account # 301382-562520, with a project string of 19382/715-ADMIN-CONSULT.

The budgeted amount for this Consultant Services is \$200,000.00.

ACTION: (Approve - Deny) Authorization to enter into a contract with Stantec Consulting Services, Inc., Consultant Services to provide a Rate Study for Stormwater, in the amount of \$159,843.00 to be charged to the appropriate account.



**MASTER SERVICES AGREEMENT
UTILITY RATE STUDIES
CONTRACT #18/011**

THIS CONTRACT is made this _____ day of _____, 2019 by and between the **City of Pinellas Park, Florida**, hereinafter called "**CITY**", and **Stantec Consulting Services, Inc.**, doing business as a corporation, hereinafter called "**CONSULTANT**".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:
This Master Services Agreement ("Agreement") is entered into as of the Effective Date shown above, between CITY and CONSULTANT, collectively the "Parties".

GENERAL CONDITIONS

In consideration of the mutual covenants and promises herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 The services to be performed by CONSULTANT for CITY under this Agreement ("Services") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), and as defined within the Scope of Professional Services within RFP 18/011 and is attached hereto and incorporated herein by reference.

2. TASK ORDER PROCESS

2.1 Upon the request of CITY, CONSULTANT shall prepare and present for CITY DESIGNEE signature, a Task Order containing an identification of the project ("Project"), description of the Services, compensation to be paid to CONSULTANT for the performance of the Services ("Compensation") and a proposed schedule for the performance ("Project Schedule") for the Services. CONSULTANT's applicable rates are set forth in the rate schedule attached hereto as Attachment C ("Rate Schedule") and incorporated by reference.

2.2 Upon mutual agreement of the Parties, the Task Order shall be finalized and executed by the Parties. The effective date of the Task Order will be as set forth in the individual Task Order.

2.3 Changes to a Task Order shall be made by written Change Order by the CITY DESIGNEE and signed by both Parties.

3. INVOICING AND PAYMENT

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CITY shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to

CONSULTANT within thirty (30) calendar days from the date of CONSULTANT's monthly invoice.

3.2 Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be a condition precedent to CITY's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CITY, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

3.4 Electronic payment may be made to the following address:

BANK NAME: Bank of America
BANK ADDRESS: 100 North Tryon Street
Charlotte NC 28202
ACCOUNT #: 3752096026
ABA#: 111000012
SWIFT #: BOFAUS3N

ACH COORDINATOR:
Sarah Bulger
Sarah.Bulger@stantec.com

Please Send Remittance Details To:
EFT@stantec.com

3.5 **Mail / Lock Box:**
Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago, IL 60693

Remittance via Overnight Delivery:
Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago, IL 60693

3.6 The CONSULTANT agrees to perform all of the work as described within RFP 18/011 and made a part of this contract and is incorporated herein, per the Rate Schedule (ATTACHMENT C), attached below for a firm fixed price not to exceed, **TWO HUNDRED THOUSAND DOLLARS, (\$200,000.00)**, including any/all out of pocket expenses, which will be billed at cost and subcontractor expenses billed at cost plus 5%.

4. **PERIOD OF PERFORMANCE**

4.1 This Agreement shall have an effective date as set forth above and work shall not begin until after receipt of the Notice to Proceed is received by the CONSULTANT from the CITY DESIGNEE. **This contract is for one (1), three (3) year contract period, with the option to renew this agreement for up to three (3) additional contract periods, at three (3) years per period.**

4.2 The period of performance for the Services under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, CONSULTANT shall, unless otherwise directed by CITY, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s), as may be further amended, and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5. CITY'S RESPONSIBILITIES

5.1 CITY shall designate a person to act as CITY's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CITY's policies and decisions.

5.2 CITY shall furnish to CONSULTANT all applicable information and technical data in CITY's possession or control reasonably required for the proper performance of the Services. CITY shall also disclose to CONSULTANT hazards at the Project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by CITY or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

5.3 CITY shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CITY deems appropriate for such examination. If any document requires CITY to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CITY shall obtain, where applicable, the following:

5.5.1 all published advertisements for bids;

5.5.2 all permits and licenses that may be required of CITY by local, state, or federal authorities;

5.5.3 all necessary land, easements, and rights-of-way; and/or

5.5.4 all items and services not specifically covered by the terms and conditions of this

Agreement.

CITY shall pay for any costs associated with the above items.

6. CONSULTANT'S RESPONSIBILITIES

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CITY's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.

6.4 It is agreed between the Parties that there is no intention for CONSULTANT to act under this Agreement as a municipal advisor as that term is defined in the Securities Exchange Act of 1934.

7. CHANGE ORDERS

7.1 CITY or CONSULTANT may, from time to time, request modifications or changes in the Services. To the extent that the Services to be performed by CONSULTANT are affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order by using the CITY's Change Order form and prepared by the CITY DESIGNEE and then executed by both parties. CONSULTANT's applicable rates for any changes, modifications or additional services are set out in the Rate Schedule and adhered to within the Change Order.

8. FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

9. CONFIDENTIALITY

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CITY. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or sub-consultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services ("Law"), but only after prior written notice has been given to CITY.

10. RIGHTS IN DATA

10.1 All right, title and interest in and to the work products provided by CONSULTANT to CITY shall be the property of CITY ("Work Product"). Methodologies, process know-how, pre-existing models & tools and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without

liability or legal exposure to CONSULTANT or to CONSULTANT'S subcontractors and sub-consultants.

10.2 All information, records, data or advice contained in the Work Product is intended solely for the use of CITY, solely for the purpose stated in the scope of Services, and may not be relied upon by any other person, or used for any other purpose, without the express written consent of CONSULTANT. CITY agrees that no reliance may be placed on draft or preliminary reports, conclusions or advice, whether oral or written, issued by CONSULTANT. The conclusions rendered by CONSULTANT will be based on methods and techniques that CONSULTANT considers appropriate under the circumstances, shall represent the range of values estimated by CONSULTANT based solely upon information furnished by or on behalf of the CITY and other sources, and shall be considered as advisory in nature only. CITY accepts and acknowledges that CONSULTANT has not made any warranties or guarantees, whether express or implied, with respect to the Services or the results that may be obtained as a result of the provision of such Services. No opinion, counsel, or interpretation is intended in matters that require legal, regulatory, accounting, tax or other similar professional advice. It is assumed that such opinions, counsel or interpretations have been or will be obtained from appropriate professional sources. In addition, CITY acknowledges and agrees that the conclusions reached by CONSULTANT and the Work Product are but one of a number of factors and analyses CITY will utilize in arriving at its conclusions and determinations. The Work Product and any other advice rendered by, or materials prepared by, CONSULTANT, may not be submitted, distributed or filed, in whole or in part, to or with any party, governmental agency or regulatory body or authority, or summarized or quoted from, in each instance, without CONSULTANT's prior review and approval.

10.3 The financial analysis and management modeling system known as FAMS-XL® and all of its supporting modules is owned by CONSULTANT. All ownership of FAMS-XL® will be retained by CONSULTANT. Subject to entering into a license agreement with CONSULTANT, CITY will have usage rights only. CITY will not have any ownership interests in FAMS-XL® or its source code whatsoever. CITY may not use FAMS-XL® for the benefit of other parties nor may CITY allow other parties to use FAMS-XL®, or its source code, for any purpose or reason. CITY may not copy or replicate FAMS-XL® in any way or form and CITY may not give, sell, or allow access to FAMS-XL®, or its source code, to any other party for any purpose or reason.

11. INSURANCE

11.1 Please see **Appendix I**

12. INDEMNITY

12.1 Please see **Appendix I**

13. PREEXISTING CONDITIONS

13.1 CITY hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any hazardous or toxic substances, wastes or materials ("Hazardous Substances") at or related to the Project site or in connection with or related to this Agreement. To the fullest extent permitted by law, CITY agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence of CONSULTANT. ***Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.***

14. SUSPENSION

14.1 CITY may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CITY of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

15. TERMINATION WITHOUT CAUSE/TERMINATION

15.1 CITY may terminate all or part of this Agreement for CITY's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. CONSULTANT will not be entitled to compensation for profit on Services not performed.

15.2 It is hereby agreed that if either Party should fail materially to fulfill its obligations under this Agreement, the other Party may notify the breaching Party of the intent to terminate the contract, in whole or in part, if the breach is not cured within fourteen (14) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching Party shall have fourteen (14) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within fourteen (14) days shall entitle the non-breaching party to terminate the Agreement at the end of fourteen (14) days. CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. CITY shall pay CONSULTANT all actual fees and actual and approved expenses accrued for services actually rendered up to the effective date of any termination, subject to a determination by the CITY and the CONSULTANT that the charges are fair and reasonable in view of the amount and value of the work performed.

16. DISPUTES RESOLUTION - ARBITRATION

16.1 Any dispute arising between the Parties concerning this Agreement or the rights and duties of either party in relation thereto shall first be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The disputes panel shall be conducted in good faith, either physically or electronically, within two weeks of a request by either party. No written, verbal or electronic representation made by either party during the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission.

16.2 If the panel fails to convene within two weeks, or if the panel is unable to reach resolution of the dispute, then either party may submit the dispute for binding arbitration to be held in accordance with the Construction Industry Rules of the American Arbitration Association ("Association") in effect at the time that the demand for arbitration is filed with the Association. Either party may file in the manner provided by the Rules of the Association, a Demand for Arbitration at any time. The arbitrator or arbitrators appointed by the Association shall have the power to award to either party to the dispute such sums, costs, expenses, and attorney's fees as the arbitrator or arbitrators may deem proper.

17. NOTICE

17.1 All notices shall be in writing and be deemed to be given or made when delivered physically

by hand or registered US mail to the party at the address set forth in this Agreement.

US MAIL:

City of Pinellas Park
Attn: Aaron Petersen
P.O. Box 1100
Pinellas Park, FL 33780-1100

PHYSICAL DELIVERY:

City of Pinellas Park
Attn: Aaron Petersen
6250 82nd Avenue North
Pinellas Park, FL 33781

18. SURVIVAL OF CONTRACT TERMINATION

18.1 The Articles relating to Indemnification, Limitation of Liability, Preexisting Conditions, Rights in Data, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

19. MISCELLANEOUS

19.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the Parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State and County where the Project is located.

19.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party(ies).

19.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

19.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement.

19.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

19.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the Parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

19.7 Venue, Jurisdiction and Process. The Parties agree that any arbitration proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in the County where the Project is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may

have under the laws of that state or otherwise in such proceeding.

19.8 **Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

20. **RECORD KEEPING**

The CONSULTANT shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with this Contract. These records shall be kept in accordance with generally accepted accounting principles. Records of the CONSULTANT'S personnel, sub-consultants, and the costs pertaining to Project 18/011, shall be kept in accordance with generally accepted accounting practices. CONSULTANT will keep full and detailed accounts and financial records pertaining to the provision of services for the CITY. CONSULTANT shall preserve the aforementioned project records for the period of ten (10) years after final payment, or for such longer period as may be required by law.

21. **PUBLIC RECORDS**

The CITY is a public agency subject to Chapter 119 Florida Statutes. The CONSULTANT shall comply with Florida's Public Records law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by the CITY in order to perform the service;
- Provide the public with access to such public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in chapter 119, F.S., or as otherwise provided by law.
- Ensure the public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically will be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

City of Pinellas Park Custodian of Public Records:
City of Pinellas Park
City Clerk's Office
P.O. Box 1100
Pinellas Park, Florida 33780-1100
Phone: 727-369-0616
Email: dcorna@pinellas-park.com

22. **ENTIRE AGREEMENT**

The term "ENTIRE AGREEMENT" shall include this Contract, Task Order Form - **Attachment A**, City's Change Order Form- **Attachment B**, Rate Schedule- **Attachment C**, Addenda (if any), RFP 18/011 including the Scope of Work, Appendix I - Insurance requirements and Hold Harmless Agreement, Appendix II - Sworn Statement of Public Entity Crimes, except when it

conflicts with any other contractual provision and the Notice to Proceed, prepared and issued by the CITY. This entire agreement supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA ATTEST:

Diane M. Corna, MMC
(SEAL)

By _____
Sandra L. Bradbury, Mayor

CONSULTANT ATTESTOR:

Consultant (Company Name)
(SEAL)

Attestor Title (Print)

By _____
Signature of Authorized Officer

(TYPE OR PRINT SIGNATURE)

Approved as to form and correctness:

City Attorney, James W. Denhardt
City of Pinellas Park

Approved by City Council: _____

ATTACHMENT A
TASK ORDER

This Task Order is made this the _____ day of _____, 20____, by and between City of Pinellas Park ("CITY") and Stantec Consulting Services Inc. ("CONSULTANT") pursuant to the terms and conditions set forth in the Master Services Agreement with an effective date of _____, 20____, ("Agreement"), which is incorporated into this Task Order by reference.

1. The CONSULTANT Contract Number for this Task Order is _____. The CONSULTANT Job Number for this Task Order is _____. The CONSULTANT Contract Number and Job Number shall be referenced in each invoice submitted by CONSULTANT to CITY under this Task Order.

2. The Services to be performed by CONSULTANT under this Task Order are as follows:

3. The Project Schedule is as follows:

4. The Compensation to be paid to CONSULTANT for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

CITY DESIGNEE

Signature

Name

Date

CONSULTANT

Signature

Name

Date

11 | Page – CONSULTANT CONTRACT C12

ATTACHMENT C
RATE SCHEDULE

1. The rates provided below shall be in effect from the date the agreement is signed to December 31, 2019. After December 31, 2019, the below rates will automatically increase by 3% annually.
2. Services, changes, modifications and additional services provided by CONSULTANT's personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead and fee):

<u>Labor Category</u>	<u>Hourly Rate</u>
Project Director	\$325
Principal	\$275
Project Manager	\$225
Senior Consultant	\$200
Technical Advisor	\$196
Financial Consultant	\$175
Senior Analyst	\$150
Analyst	\$125
GIS Manager	\$185
GIS Analyst	\$134
Admin	\$94

3. Out of pocket expenses will be billed at cost plus 5%.
4. Subcontractor expenses will be billed at cost plus 5%.

APPENDIX I

-1-

September 11, 2018

**PROJECT# RFP 18/011 Stormwater RTE Study
Consultant Services**

CITY OF PINELLAS PARK INSURANCE REQUIREMENTS

A. GENERAL CONDITIONS

The Consultant shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by the City's Human Resources Department, nor shall the Consultant allow any subcontractor to commence work on a subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the Consultant's bid.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Consultant.

The Consultant's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Consultant and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by Consultant, and also against any of the special hazards which may be encountered in the performance of this contract.

APPENDIX I

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September 11, 2018

PROJECT# RFP 18/011 Stormwater RTE Study
Consultant Services

B. LIMITS OF INSURANCE

GENERAL LIABILITY

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$2,000,000 General Aggregate
- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS

Type - Professional Liability, Occurrence or Claims Made Basis

Limits - \$ 1,000,000 General Aggregate
\$ 1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$ 1,000,000 Combined Single Limit

WORKERS' COMPENSATION

Type - Workers' Compensation and Employer's Liability

Limits - Statutory, Workers' Compensation
\$100,000 Each Accident
\$500,000 Disease - Policy
\$100,000 Disease - Each Employee

EXCESS OR UMBRELLA LIABILITY

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall not be less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverage, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

APPENDIX I

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September 11, 2018

PROJECT# RFP 18/011 Stormwater RTE Study
Consultant Services

Five (5) original signed copies of Certificates of Insurance outlining insurance coverage are to be forwarded to the City's Risk Human Resources Department for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance:

C. CERTIFICATE OF INSURANCE

1. Under heading "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES" shall read:
"City of Pinellas Park" is named as an Additional Insured (Owner) as respects the project #RFP 18/011 Stormwater RTE Study Consultant Services (Required for General Liability, Excess / Umbrella Liability)
2. Under heading "CERTIFICATE HOLDER" shall read:

City of Pinellas Park
ATTN: HUMAN RESOURCES
5141 78th Avenue North
Pinellas Park, FL 33781

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In addition to the foregoing insurance requirements, the CONSULTANT shall execute and deliver an indemnification and hold harmless agreement to the City as shown on following page.

APPENDIX I

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September 11, 2018

PROJECT # RFP 18/011 – Stormwater RTE Study
Consultant Services

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

PROJECT/SERVICE CONTRACT NAME: RFP 18/011 – Stormwater RTE Study -
Consultant Services

By this agreement, _____, hereinafter "CONSULTANT", agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act, on the part of the CONSULTANT, its agents, servants, or employees. Further, CONSULTANT shall be responsible to the City of Pinellas Park for any damages caused by the CONSULTANT'S negligence, wrongdoing, misconduct want or need of skill, or default or breach of contract, guarantee or warranty.

Date _____

Consultant _____

Address _____

Signature _____

Title _____

President, Vice-President, or Treasurer

CORPORATE SEAL

APPENDIX II

PUBLIC ENTITY CRIMES
PAGE - 1

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitted sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

APPENDIX II

PUBLIC ENTITY CRIMES
PAGE - 2

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20__.

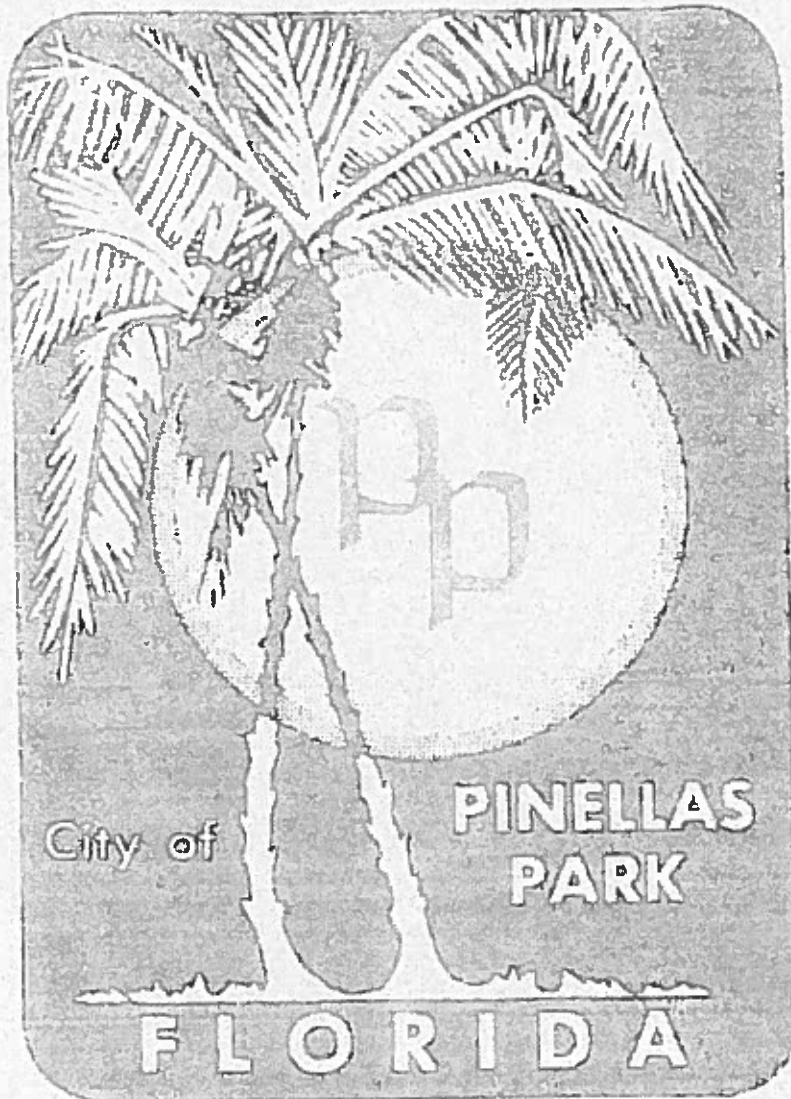
Personally known _____

OR Produced identification _____ Notary Public – State of _____

(Type of identification) My Commission Expires _____

(Printed typed or stamped commissioned name of notary public)

CITY OF PINELLAS PARK



RFP 18/011

STORMWATER RATE STUDY CONSULTANT SERVICES

CONSTRUCTION SERVICES DIVISION

RFP
COMPONENT SECTIONS

Advertisement for RFP

Notice of RFP

PROPOSAL RESPONSE – Cover Sheet

APPENDIX I – Insurance Specifications

APPENDIX II – Public Entity Crimes

APPENDIX III – Non-Collusion Affidavit

Rate Form

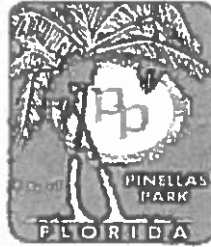
Standard 330 Form(s)

Scope of Services

City of

PINELLAS PARK

PURCHASING DIVISION
P.O BOX 1100
PINELLAS PARK FL 33780-1100



FLORIDA

PHONE • (727) 369-5712

FAX • (727) 369-7883

purchasing@pinellas-park.com

CITY OF PINELLAS PARK ADVERTISEMENT REQUEST FOR PROPOSAL 18/011

Notice is hereby given that the City of Pinellas Park will accept Request for Proposals (RFP) until **3:00 P.M., THURSDAY, OCTOBER 11, 2018** for:

STORMWATER RATE STUDY CONSULTANT SERVICES

The City is soliciting proposals from interested firm's to perform professional services to prepare a comprehensive Stormwater Rate Study for a 10-year planning period.

It is anticipated that a master contract for utility rate studies and related work will be awarded for one (1), three (3) year contract period, with the option to renew this agreement for up to three (3) additional contract periods, at three (3) years per period. Task orders for specific assignments will be authorized under the terms of the contract, the first of which will be the Stormwater Rate Study described herein.

This contract is a continuing services contract that may result in additional work in addition to the Stormwater Rate Study.

Instructions to obtain RFP package:

<http://www.pinellas-park.com/>

Click on Departments and under Finance click on Purchasing. To the left of your screen please click on RFP Documents and then RFP 18/011.

ALL INQUIRIES(QUESTIONS): All inquiries MUST be submitted to: purchasing@pinellas-park.com

City of Pinellas Park, Purchasing Division

To appear as a **FULL RUN** in the Tampa Bay Times Friday, **SEPTEMBER 21, 2018**

City of

PINELLAS PARK

PURCHASING DIVISION
P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-5712

FAX • (727) 369-7883

purchasing@pinellas-park.com

CITY OF PINELLAS PARK NOTICE REQUEST FOR PROPOSAL 18/011

Notice is hereby given that the City of Pinellas Park will accept Request for Proposals (RFP) until **3:00 P.M., THURSDAY, OCTOBER 11, 2018** for:

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This contract is a continuing services contract that may result in additional work in addition to the Stormwater Rate Study.

ALL INQUIRIES(QUESTIONS): All inquiries MUST be submitted to: purchasing@pinellas-park.com

The RFP responses shall be either hand-delivered or delivered by carrier service to the City of Pinellas Park, Purchasing Division, 8000 60th Street North, Pinellas Park, FL 33781. Any RFP responses received after the specified time and date will not be considered. Unsealed RFP response envelopes will not be accepted.

Note: PLAINLY MARK THE FRONT OF YOUR RFP ENVELOPE
"RFP 18/011 – STORMWATER RATE STUDY"

ALL RESPONSES MUST BE SEALED – DO NOT EMAIL/FAX/ETC., ANY RESPONSES

ALL PROPOSERS MUST SUBMIT ONE(1) ORIGINAL (PAPER HARD COPY) AND SIX COPIES (PAPER HARD COPIES) OF YOUR PROPOSAL AND ANY/ALL REQUESTED FORMS AND ATTACHMENTS.

EX PARTE COMMUNICATION CLAUSE

Please note that to ensure proper and fair evaluation of proposals, upon the initial hand-out of the RFP package the City prohibits ex parte communication initiated by the proposer to any Council Member or Evaluation Committee Member.

Communication between a proposer and the City will be communicated through the City of Pinellas Park, Purchasing Division only @ purchasing@pinellas-park.com

Ex parte communication may be grounds for disqualifying the offending proposer from consideration or any future proposal.

FORMS THAT MUST BE COMPLETED AND RETURNED WITHIN YOUR PROPOSAL

PROPOSAL RESPONSE COVER SHEET

Please complete and insert this form in the front of your proposal for RFP 18/011 (Response Cover Sheet is located in front of Appendix I)

The following forms must be completed and inserted within your proposal, under a tab labeled "FORMS"

INSURANCE REQUIREMENTS

Please see the City's Insurance and Hold Harmless requirements, listed as Appendix I, which must be submitted with your proposal.

PUBLIC ENTITY CRIMES

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 proposal on a contract to provide services 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 Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Please complete Appendix II, Public Entity Crimes Statement, which must be submitted with your proposal.

NON-COLLUSION CLAUSE

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. Also, the proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal. Please see Non-Collusion Affidavit, Appendix III, which must be submitted with your proposal.

STANDARD FORM(S) 330

Please complete these form(s) and place in the form(s) section of your proposal.

PROPOSAL EVALUATION AND SELECTION

The proposals will be evaluated and ranked by the appointed Evaluation Committee according to the criteria set forth in this RFP. **Please prepare your proposal responses in the order of the proposal format below** to assist the Evaluation Committee in rating your proposal response package. Using the evaluations and rankings as a guide and any/all other obtainable information, the Evaluation Committee will select the proposal which it deems to be in the City's best interest. The Evaluation Committee may require competing firms to make oral presentations of their proposals and to answer specific questions about them. The successful firm will be notified in writing by the City of Pinellas Park.

PROPOSAL FORMAT:

Proposers must respond in the format delineated below.

1. **Firm's capabilities to perform the work;** **(20 points)**
Provide a description and history of the firm focusing on the following:
 - a. *Number of years in business;*
 - b. *The sufficiency of financial resources and ability of proposer to perform this contract;*
 - c. *A statement describing why your firm is the best qualified to provide the desired services;*
2. **Firm's or Individual's adequacy of personnel;** **(15 points)**
 - a. ***Include a listing of the project manager and all other key staff, by position, to be assigned to provide the required services;***
 - b. *Provide an organizational chart outlining the methods of operation, operational structure and services;*
 - c. *This description should fully and completely demonstrate and incorporate a list of personnel, consultants and sub-consultants that will be assigned to this contract. Include any degrees, certifications and specialties with Utilities (Sanitary Sewer, Stormwater, Potable Water, etc.) and Utility Rate Studies regarding the aforementioned utilities, along with any project planning or engineering specialties that these individuals are experienced;*
3. **Firm's or Individual's past record;** **(17 points)**
 - a. *Provide a written statement of any past, innovative techniques or methodology that you have used in this type of study that have a proven history of providing responsive and cost effective results on similar studies;*
 - b. *Provide a recent completed sample report for a similar public entity;*
4. **Firm's or Individual's Experience;** **(17 points)**
 - a. *Provide a written statement of your firm's qualifications to perform stormwater rate studies and related services in accordance with this RFP's Scope of Services;*

- b. Document knowledge and experience, Include **references** from at least five (5) clients with three (3) of the five clients being located in Florida in which the firm has performed similar work including the contact name, address, **e-mail address**, telephone number and date of the contract;
5. Firm's or Individual's willingness to meet required time and budget requirements: (10 points)
- a. **Approach to this project** (sequence of events, estimated time frame, and identification of Consultant's role and City's role in the sequence of events;
- b. Explanation of the ability to accomplish proposed work/sequence of events within a given time frame and budget;
Example: Estimation of time frame to prepare a Rate Study of this type;
Estimation of costs involved for a completed Stormwater Rate Study;
6. Firm's or Individual's Location: (5 points)
- a. The location of the Firm's/Individual's office/employee's from which the City's Contract will be performed;
7. Firm's or Individual's projected work loads and work previously awarded by the City to the firm's or individual's submitting proposals: (3 points)
- a. List current and projected work loads;
- b. List contracts previously awarded by the City of Pinellas Park to your firm;
For the purpose(s) of considering an equitable distribution of the award of contracts, **provided such distribution does not violate the principle of selection of the most highly qualified firms.**
8. Firms or Individual's use of local labor or materials/supplies within the City:
Attach list of businesses considered; (10 points)
9. Firm's or Individual's certification as a MBE (Minority Business Enterprise)/ MWBE (Minority of Women Owned Business): (3 points)
- a. **Attach Certificates to be considered.**

The last section of your RFP proposal should be the "FORMS" section, which must contain the completed forms requested on page 2 of this Notice.

Once the Evaluation Committee completes the rating process, an agenda item will be submitted to City Council for negotiations. The successful firm(s) will be notified in writing by the City of Pinellas Park.

NON-WARRANTY OF SPECIFICATIONS

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the proposers. Neither the City nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures. The City does not warrant the confidentiality of proposals submitted in response to this Request for Proposal. All proposals are subject to Florida's public records law and must be open to viewing by anyone who requests to see them. Proposers requiring confidentiality should not submit a proposal for this RFP.

All proposals shall be prepared and submitted in accordance with the provisions of this RFP. However, the City may waive any informalities, irregularities, or variances, whether technical or substantial in nature, and/or reject any or all proposals at its discretion. If all such proposals are rejected, then the City of Pinellas Park may, in its discretion, authorize the acceptance of new proposals under such terms and conditions as it deems appropriate. Any proposal may be withdrawn prior to the proposal opening. Once opened, however, no firm may withdraw a proposal for a period of 90 days from the opening date.

Costs of preparation of a response to this request for proposal are solely those of the proposer. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

All proposals shall remain the property of the City of Pinellas Park and none shall be returned.

City of Pinellas Park
Purchasing Division

**RFP 18/011
STORMWATER RATE STUDY
CONSULTANT SERVICES**

PROPOSAL RESPONSE COVER SHEET

PLEASE COMPLETE THIS FORM & ATTACH IT TO THE FRONT OF YOUR PROPOSAL

(Firm Name)

(Signature of Authorized Agent)

(Print/Type Name and Title of Authorized Agent)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Fax Number)

(Email Address)

(Date)

APPENDIX I

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September 11, 2018

**PROJECT# RFP 18/011 Stormwater RTE Study
Consultant Services**

CITY OF PINELLAS PARK INSURANCE REQUIREMENTS

A. GENERAL CONDITIONS

The Consultant shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by the City's Human Resources Department, nor shall the Consultant allow any subcontractor to commence work on a subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the Consultant's bid.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Consultant.

The Consultant's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Consultant and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by Consultant, and also against any of the special hazards which may be encountered in the performance of this contract.

APPENDIX I

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September 11, 2018

PROJECT# RFP 18/011 Stormwater RTE Study
Consultant Services

B. LIMITS OF INSURANCE

GENERAL LIABILITY

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$2,000,000 General Aggregate
- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS

Type - Professional Liability, Occurrence or Claims Made Basis

Limits - \$ 1,000,000 General Aggregate
\$ 1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$ 1,000,000 Combined Single Limit

WORKERS' COMPENSATION

Type - Workers' Compensation and Employer's Liability

Limits - Statutory, Workers' Compensation
\$100,000 Each Accident
\$500,000 Disease - Policy
\$100,000 Disease - Each Employee

EXCESS OR UMBRELLA LIABILITY

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall not be less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverage, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

APPENDIX I

-3-

September 11, 2018

PROJECT# RFP 18/011 Stormwater RTE Study
Consultant Services

Five (5) original signed copies of Certificates of Insurance outlining insurance coverage are to be forwarded to the City's Risk Human Resources Department for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance:

C. CERTIFICATE OF INSURANCE

1. Under heading "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES" shall read:
"City of Pinellas Park" is named as an Additional Insured (Owner) as respects the project #RFP 18/011 Stormwater RTE Study Consultant Services (Required for General Liability, Excess / Umbrella Liability)
2. Under heading "CERTIFICATE HOLDER" shall read:

City of Pinellas Park
ATTN: HUMAN RESOURCES
5141 78th Avenue North
Pinellas Park, FL 33781

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In addition to the foregoing insurance requirements, the CONSULTANT shall execute and deliver an indemnification and hold harmless agreement to the City as shown on following page.

APPENDIX I

-4-

PROJECT # RFP 18/011 – Stormwater RTE Study
Consultant Services

September 11, 2018

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

PROJECT/SERVICE CONTRACT NAME: RFP 18/011 – Stormwater RTE Study -
Consultant Services

By this agreement, _____, hereinafter "CONSULTANT", agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act, on the part of the CONSULTANT, its agents, servants, or employees. Further, CONSULTANT shall be responsible to the City of Pinellas Park for any damages caused by the CONSULTANT'S negligence, wrongdoing, misconduct want or need of skill, or default or breach of contract, guarantee or warranty.

Date _____

Consultant _____

Address _____

Signature _____

Title _____

President, Vice-President, or Treasurer

CORPORATE SEAL

APPENDIX II

PUBLIC ENTITY CRIMES
PAGE - 1

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitted sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
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4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

APPENDIX II

PUBLIC ENTITY CRIMES
PAGE - 2

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of identification)

My Commission Expires _____

(Printed typed or stamped commissioned name of notary public)

**APPENDIX III
NON-COLLUSION AFFIDAVIT**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says

that he is _____ of _____.

The party making the foregoing Proposal or Bid; that such Proposal/Bid is genuine and not collusive or sham; that said proposer/bidder is not financially interested in or otherwise affiliated in a business way with any other proposer/bidder on the same contract; that said proposer/bidder has not colluded, conspire, connived, or agreed, directly or indirectly, with any other proposers/bidders or person, to put in a sham proposal/bid or that such person shall refrain from proposing/bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the proposal/bid or affiant or any other proposer/bidder, or to fix any overhead, profit or cost element of said proposal/bid, or that of any other proposer/bidder, or to secure any advantage against the City of Pinellas Park, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such proposer/bidder has not directly or indirectly submitted this proposal/bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed to me this _____ day of _____, 20_____.

Notary Public

RFP 18/011
STORMWATER RATE STUDY CONSULTANT SERVICES

SAMPLE RATE FORM						
1. Firm's or individual's capabilities to perform the work; (20 points)						
2. Firm's or individual's adequacy of Personnel; (15 points)						
3. Firm's or individual's past record; (17 points)						
4. Firm's or individual's experience; (17 points)						
5. Firm's or individual's willingness to meet required time and budget requirements; (10 points)						
6. Firm's or individual's location; (5 points)						
7. Firm's or Individual's projected work loads and work previously awarded by the City to all Firm's or Individuals submitting proposals, for the purpose of considering an equitable distribution of the award of contracts ; (3 points)						
8. Firm's or individual's use of local labor or materials/supplies within the City of Pinellas Park; (10 points)						
9. Firm's or individual's as an MBE (Minority Business Enterprise)/MWBE (Minority of Women Owned Business); (3 points)						
TOTAL						

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 10/31/2014

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

STANDARD FORM 330

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

14. **Years Experience.** Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. **Firm Name and Location.** Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. **Education.** Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. **Current Professional Registration.** Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 38.

18. **Other Professional Qualifications.** Provide information on

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Prescribed by GSA - FAR (48 CFR) 53.236-2(b)

Section C. Proposed Team.

9-11. **Firm Name, Address, and Role in This Contract.** Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. **Name.** Self-explanatory.

13. **Role in This Contract.** Self-explanatory.

19. **Relevant Projects.** Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. **Example Project Key Number.** Start with "1" for the first project and number consecutively.

21. **Title and Location.** Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. **Year Completed.** Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction,

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if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.
requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

PERSONNEL (From Section E, Block 12)	CONTRACT (From Section E, Block 13)	(Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						
26. NAMES OF KEY	27. ROLE IN THIS	28. EXAMPLE PROJECTS LISTED IN SECTION F									

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. **Firm (or Branch Office) Name and Address.** Selfexplanatory.

3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **DUNS Number.** Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. **Ownership.**

a. **Type.** Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. **Small Business Status.** Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography, Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development, Grain Storage, Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navais; Airport Lighting, Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls, Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks, Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting, Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Foreslry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying; Ground and Air-borne
C08	Codes, Standards, Ordinances	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C12	Communications Systems; TV; Microwave	H02	Hazardous Materials Handling and Storage
C13	Computer Facilities; Computer Service	H03	Hazardous, Toxic, Radioactive Waste Remediation
C14	Conservation and Resource Management	H04	Heating; Ventilating; Air Conditioning
C15	Construction Management	H05	Health Systems Planning
C16	Construction Surveying	H06	Highrise; Air-Rights-Type Buildings
C17	Corrosion Control; Cathodic Protection; Electrolysis	H07	Highways; Streets; Airfield Paving; Parking Lots
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H08	Historical Preservation
C19	Cryogenic Facilities	H09	Hospital & Medical Facilities
D01	Dams (<i>Concrete; Arch</i>)	H10	Hotels; Motels
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H11	Housing (<i>Residential, Multi-Family, Apartments; Condominiums</i>)
D03	Desalinization (<i>Process & Facilities</i>)	H12	Hydraulics & Pneumatics
D04	Design-Build - Preparation of Requests for Proposals	H13	Hydrographic Surveying
D05	Digital Elevation and Terrain Model Development		
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
		S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
		S11	Sustainable Design
P01	Petroleum Exploration; Refining	S12	Swimming Pools
P02	Petroleum and Fuel (Storage and Distribution)	S13	Storm Water Handling & Facilities
P03	Photogrammetry	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P04	Pipelines (Cross-Country - Liquid & Gas)	T02	Testing & Inspection Services
P05	Planning (Community, Regional, Areawide and State)	T03	Traffic & Transportation Engineering
P06	Planning (Site, Installation, and Project)	T04	Topographic Surveying and Mapping
P07	Plumbing & Piping Design	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
P08	Prisons & Correctional Facilities	T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals, Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis, Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources, Hydrology; Ground Water
W03	Water Supply, Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1 TITLE AND LOCATION *(City and State)*

2 PUBLIC NOTICE DATE

3 SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4 NAME AND TITLE

5 NAME OF FIRM

6 TELEPHONE NUMBER

7 FAX NUMBER

8 E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION (City and State)			

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
---	--

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS	
a. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED

	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	Check if project performed with current firm <input type="checkbox"/>	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	Check if project performed with current firm <input type="checkbox"/>	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	Check if project performed with current firm <input type="checkbox"/>	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope size cost etc.)</i> AND SPECIFIC ROLE	Check if project performed with current firm <input type="checkbox"/>	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope size cost etc.)</i> AND SPECIFIC ROLE	Check if project performed with current firm <input type="checkbox"/>	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
---	---------------------------------------

21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
----	---------------	---	----------

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
(Include scope, size, and cost)

25. FIRMS FROM SECTION C INVOLVED WITH THIS
 PROJECT

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	

5		10	
---	--	----	--

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H. ADDITIONAL INFORMATION

30 PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY ATTACH ADDITIONAL SHEETS AS NEEDED

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31 SIGNATURE

32 DATE

33 NAME AND TITLE

STANDARD FORM 330 (6/2004) PAGE 5

1. SOLICITATION NUMBER (if any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

3. YEAR ESTABLISHED

4. DUNS NUMBER

5. OWNERSHIP

2d. STATE

2a. ZIP CODE

8. TYPE

b. SMALL BUSINESS STATUS

6c. E-MAIL ADDRESS

7. NAME OF FIRM (If block 2a is a branch office)

8b. YR. ESTABLISHED

8c. DUNS NUMBER

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

1. Less than \$100,000	6. \$2 million to less than \$5 million
2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
5. \$1 million to less than \$2 million	10. \$50 million or greater

The foregoing is a statement of facts.

b. DATE

c. NAME AND TITLE

RFP 18/011
STORMWATER RATE STUDY

SCOPE OF PROFESSIONAL SERVICES

The City of Pinellas Park, Florida is located in Pinellas County. The City provides stormwater services to approximately 53,000 residents.

The City desires to retain the services of a professional utility ratemaking consultant to perform a comprehensive Stormwater Rate Study. It is anticipated that a master contract for utility rate studies and related work will be awarded for one (1), three (3) year contract period, with the option to renew this agreement for up to three (3) additional contract periods, at three (3) years per period. Task orders for specific assignments will be authorized under the terms of the contract, the first of which will be the Stormwater Rate Study described herein.

Current Rates

Stormwater rates are charged at a flat rate per equivalent residential or commercial unit. The City's current rate structure is available on the City's website within the Municipal Code.

Stormwater rates are charged at a flat rate per equivalent residential or non-residential unit. The City's Stormwater Utility Fee Ordinance can be found under Sec. #10-133 of the Florida Muni- Code Library at:

<http://library.municode.com/fl/pinellas-park/codes/codeofordinances?nodeId=CO>

The City's current rate structure is available on the City's website at
<http://www.pinellas-park.com/611/Sewer-Other-Rates>

SECTION 1. GENERAL SCOPE STATEMENT

Scope of Services

The first task will be to conduct a comprehensive Stormwater Rate Study. The Consultant should be able to conduct a detailed utility rate study providing justifiable and equitable methodologies for appropriate user fees that are adequate to fully fund the expenses associated with utility system operations (including General Fund Administration), Renewal & Replacement and Capital Improvements through Fiscal Year ending September 2030.

Task #1 - Stormwater Rate Study:

1. **Revenue Sufficiency Analysis** - Conduct a five (5) year revenue sufficiency analysis, including the development of a projection of stormwater rate revenue requirements and required stormwater rate revenue increases that are needed in each year of the projection period to fund all stormwater system requirements, including capital expenditures.

2. Specific Rates - Develop specific stormwater rates to meet the City's rate policy objectives, comply with generally accepted rate making practices and provide the required stormwater rate revenues identified in the revenue sufficiency analysis of Item 1 above.
3. Customer Impact Analysis - Perform an analysis of the impact of proposed stormwater rates upon the customers of the system(s).
4. Comparative Rate Survey - Prepare a comparative analysis of the impact of the City's current and proposed stormwater rates upon typical customers' monthly billing to other utilities in the Pinellas County/Tampa Bay region.
5. Rate Resolution/Ordinance - Assist in the development of stormwater rate resolutions and/or ordinances to enact the proposed rates, assuming adoption by the City.
6. Commission Workshop/Hearings - Attend one (1) workshop with the City Council and at least two (2) public meetings for adoption stormwater rates.
7. Any and all other work necessary to accurately complete this Stormwater Rate Study.

SECTION 2. TASKS

Pursuant to the GENERAL SCOPE STATEMENT above, the successful Consultant ("Respondent") shall perform all services and/or work necessary to complete the following task and/or provide the following item(s):

1.00 BACKGROUND DEVELOPMENT

Utility rate modeling, and associated long-range forecasting of revenue and expenses, necessitates careful scrutiny of available data upon which a study is predicated so that the model can be implemented with confidence and with reasonable certainty of fairness and equity. Validation of accepted policies, practices and procedures to ensure model reliability, predictability and rate stability over the long term is essential for model usefulness. Accordingly, the Consultant shall meet with City staff to review and discuss available documentation including, but not limited to, Utility Billing records, historical budget documents and audit reports, ordinances, policies, operation and maintenance practices, General Fund reimbursement formula, etc.

Validation: Specifically, the Consultant shall review, analyze and validate the reasonableness of the following:

- Current methodology used to justify payments to the General Fund for services rendered to the Stormwater Enterprise funds
- Current Stormwater Fund Renewal/Replacement Funding Methodology, considering long-term capital improvement needs, debt service opportunities and associated funding sources/levels
- Current operating revenues/expenses

- Current conservation strategies, and
- Current fee structure

Operational Opportunities: Specifically, the Consultant shall perform the following:

- Compare and contrast the City's operational revenues/costs with other municipal/county operations (preferably Florida) of comparative size and treatment levels/processes to identify areas for potential improvement.
- The Consultant shall review and compare the prevailing rates and charges of neighboring and/or similar utilities, review operating costs in relations to revenue for unusual trends.
- Prepare an itemized list, with associated dollars so identified, of opportunities for revenue enhancement.

Key Assumptions: Specifically, the Consultant shall provide a formal listing of key assumptions (or policies) to be applied to the utility rate study. The assumptions shall be reviewed, modified (if necessary) and applied upon receipt of the City's concurrence.

Reporting: The Consultant shall present the findings in the rate study final report in a clear and concise manner. Revenue enhancement opportunities shall be thoroughly described including the means and methods for their capture. The report should include detailed recommendations for changes, if any, to current practices and/or procedures to improve stormwater financial self-sufficiency. The Consultant shall provide a schedule for timely and coordinated execution of all essential aspects of the report per the Time Schedule set forth in Section 5 below.

The City has an adopted financial policy that enterprise funds are self-supporting. The City seeks to establish stormwater rates that cover the true cost of providing stormwater service to customers, maintains positive working capital and positive cash balances as well as meets debt service requirements, O&M costs, R&R costs and capital improvements needs. In doing so, the proposed rate structure shall ensure an equitable effect of all charges on future and current users.

The Consultant is to present three alternatives (based on variations in inputs: Penny, R&R, etc.) displaying stormwater rate structures sufficient to meet the City's financial responsibilities through September 2030, to include any alternative revenue enhancements. The Consultant shall provide net operating statements for the stormwater functions through September 2030 applying the City's current budget format. The net operating statements shall reflect the debt covenant ratio and any adjustments needed to derive said ratio. The Consultant shall provide cash positions at the end of each fiscal year. These are minimum requirements; the City is willing to entertain other options.

General Issues for Consideration: The Consultant shall include the following criteria in preparation of the rate study.

- Establishment of an Enterprise Fund Standard (self-supporting)

The Consultant shall project stormwater service parameters for the next ten (10) years, including current and future customer use patterns. The Consultant shall perform a financial sensitivity analysis on utility operations taking into account such factors as capital program implementation, regulatory changes, use or loss of Penny for Pinellas as a revenue source for capital projects, and other such issues that may cause a need to review financial policies. The Consultant shall forecast annual revenue requirements for the stormwater system for planning and rate evaluation purposes and provide recommendations for a utility rate implementation schedule should a phased or staggered increase be desirable.

Support Services: The City will provide copies of annual budgets, audits, operating and maintenance expenses, long-range strategic plans, capital improvement plans and other information of value for the preparation of the study. Appropriate City staff will be made available for interviews and to gather data the Consultant determines is essential in creating the mathematical rate calculating model and final written report.

Additional Services: The City may request the Consultant to complete additional tasks or projects on the same rates and terms, as may be requested by the City throughout the term of the contract awarded from this RFP. The requirements for future tasks or projects, including project deliverables, reporting requirements, and a timeline for completion of any additional tasks will be provided in detail with the City's request(s) for additional services. Nothing contained within this RFP shall be construed as a representation or guarantee that additional work will be requested of the Consultant.

SECTION 3. RATE STUDY DELIVERABLES

The Consultant shall provide eight (8) bound copies of a draft report for City staff's review. The Consultant will respond to questions arising from a review of the draft report and incorporate review comments into the final report submittal. The Consultant shall provide eighteen (18) bound copies of the final report to the City. The final report shall also be provided in Microsoft Word and pdf format for City use.

A computer-generated, rate-calculating Excel® model shall be developed to compute and stormwater rates under the proposed methodology. This model is to be provided to the City with the final report. The model must be user-friendly and written for use as a management tool by staff in the preparation of the annual budget, testing "what if" scenarios, etc. Prior to beginning work, Consultant will meet with Project Manager to clarify appropriate variables comprising the model.

Furthermore, the Consultant should anticipate attending at least one City Council workshop meeting to present and defend the report and to attend at least two subsequent public meetings to adopt any approved recommendations.



City of Pinellas Park, FL
Task Order #1 - Stormwater Rate Study
Project Work Plan and Cost Estimate Schedule

Project Tasks		Estimated Labor-Hours												Total Project	
		Director	QC Review	Technical Advisor	Project Manager	Senior Consultant	Financial Consultant	Senior Analyst	Subtotal Financial Analysis	GIS Manager	GIS Analyst	Subtotal GIS Analysis	Admin		Sub-consultant
		Burnham	Bearman	Williams	Westover	Stevens	Kloeckner	Morrissey		Hale	Sturm		Sheetal		LAGO
		Resources → Hourly Rates →	\$325	\$275	\$196	\$225	\$200	\$175	\$150	\$185	\$134	\$94	\$137		
Task 1 Initiate Project & Collect Data															
1.1	Prepare initial data request list and detailed critical path schedule. Perform job set-up activities.	0	0	0	1	0	1	1	3	1	1	2	3	0	8
1.2	Prepare for and attend in-person kick-off meeting to review project objectives, schedule, key issues, approach, available data, and key	2	0	0	2	2	2	0	8	0	2	2	0	0	10
1.3	Conduct project internal quality control (QC) planning/scheduling meeting.	1	1	1	1	1	1	1	7	1	1	2	0	0	9
1.4	Compile and review initial data/documentation provided by staff and submit supplemental requests and/or clarifications.	0	0	1	1	0	1	2	5	1	1	2	0	0	7
1.5	Review supplemental information/data.	0	0	0	1	0	1	1	3	1	1	2	0	0	5
Task 2 Perform Ten-Year Revenue Sufficiency Analysis															
2.1	Review current and historical financial data, system configuration/customer base, customer billing statistics, capital improvements programs and other relevant information.	0	0	0	1	1	4	4	10	0	0	0	0	0	10
2.3	Perform a review of the City's current operations and maintenance budget, rehabilitation and replacement program, and planned capital improvements to provide an opinion on spending appropriateness for the cost requirements of the City's stormwater system.	0	0	40	1	0	0	0	41	5	10	15	0	0	56
2.4	Verify and input financial and billing data into our FAMS-XL financial forecasting model, run the module, and produce preliminary output, including a five and ten year financial management program that will include the following: <ul style="list-style-type: none">Examination of historical and projected expenses (operating, capital improvement and capital equipment) and revenue requirementsCapital Improvements Program and Capital Financing Plan<ul style="list-style-type: none">Project listing by year, including integration of specific scenarios as requiredAlternative funding sources for capital projectsDevelopment of a capital financing plan, including identification of timing and amount of borrowing requirementsBorrowing Program<ul style="list-style-type: none">Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenueTiming of bond issue(s)/loan(s) to provide required borrowed fundsAnnual debt service of bond issue(s)/loan(s)Revenue Sufficiency Analysis, including Cash Flows<ul style="list-style-type: none">Annual revenue and operations & maintenance expense projectionsProjections of other annual revenue requirements such as regulatory compliance, R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.Evaluation of adequacy of revenue provided by existing rates to meet current and projected system requirementsAlternative plans of annual percentage rate adjustments to provide sufficient revenues over a multi-year periodSources and Uses of Funds AnalysisFinancial Policy Review<ul style="list-style-type: none">Reserve Levels (Minimum Fund Balance Policies) for each fundReview the current policies for various reserve requirements and provide specific recommendations for reserve types/levels based upon assessment of circumstances, data, and risks.Review bond characteristics, such as rate covenants or reserve policies, and incorporate any adjustments into the financial plan.	0	0	0	2	2	4	16	24	0	0	0	0	0	24
2.5	Make adjustments to the model as required in order to simulate the utility's current and/or specific financial dynamics.	0	0	0	0	0	2	2	4	0	0	0	0	0	4
2.6	Perform quality control review and make required adjustments, reconcile to any prior forecasts, and prepare alternative scenarios.	1	4	0	1	1	2	2	11	0	0	0	0	0	11
2.8	Prepare for and meet with City staff in an interactive work session (#1) to review preliminary results.	4	0	4	4	0	0	4	16	0	0	0	0	0	16
2.9	Make adjustments per input from City staff at interactive work session #1 and distribute workbook of assumptions, inputs, and preliminary results for staff review.	0	0	0	1	1	2	2	6	0	0	0	0	0	6
2.1	Prepare for and meet with City staff in second interactive work session (#2) to review adjusted results.	4	0	0	4	0	0	4	12	0	0	0	0	0	12
2.11	Perform adjustments per input from City staff at interactive work session #2 and determine plan of rate annual revenue adjustments and revenue requirements for the test year for rate making.	1	0	0	1	1	2	2	7	0	0	0	0	0	7
Task 3 Allocate System Costs															
3.1	Perform a detailed review of all of the City's stormwater revenue sources.	0	0	0	1	1	2	4	8	0	0	0	0	0	8
3.2	Identify all test year costs/revenue requirements associated with the provision of stormwater services from the preferred financial forecast alternative identified in Task 2 and integrate into the cost allocation module.	0	0	0	1	1	2	2	6	0	0	0	0	0	6
3.3	Identify appropriate stormwater system functional components and appropriate cost of service allocation methodology.	0	0	0	1	1	2	2	6	0	0	0	0	0	6
3.4	Allocate costs/revenue requirements to identified functional components and determine unit cost of each function.	0	0	0	1	1	2	2	6	0	0	0	0	0	6
3.6	Compare allocated costs/revenue requirements by customer class and geographic area to revenue generated by existing rates.	0	0	0	1	1	2	2	6	0	0	0	0	0	6
3.7	Internal quality control review of results with consulting team, make required adjustments, and identify key discussion items for staff.	1	4	0	1	1	1	1	9	0	0	0	0	0	9
3.8	Meet with City staff in an interactive rate workshop (#1) to review preliminary results.	4	0	0	4	4	4	0	16	0	0	0	0	0	16
3.9	Make adjustments as required based upon input from City staff and distribute workbooks of preliminary results.	0	0	0	1	1	1	2	5	0	0	0	0	0	5
3.10	Meet with City staff in interactive rate workshop (#2) to review adjusted results.	4	0	0	4	4	4	0	16	0	0	0	0	0	16
3.11	Perform adjustments as required based upon input provided by City staff and finalize cost allocation analysis and corresponding cost allocation	1	0	0	1	1	1	3	7	0	0	0	0	0	7

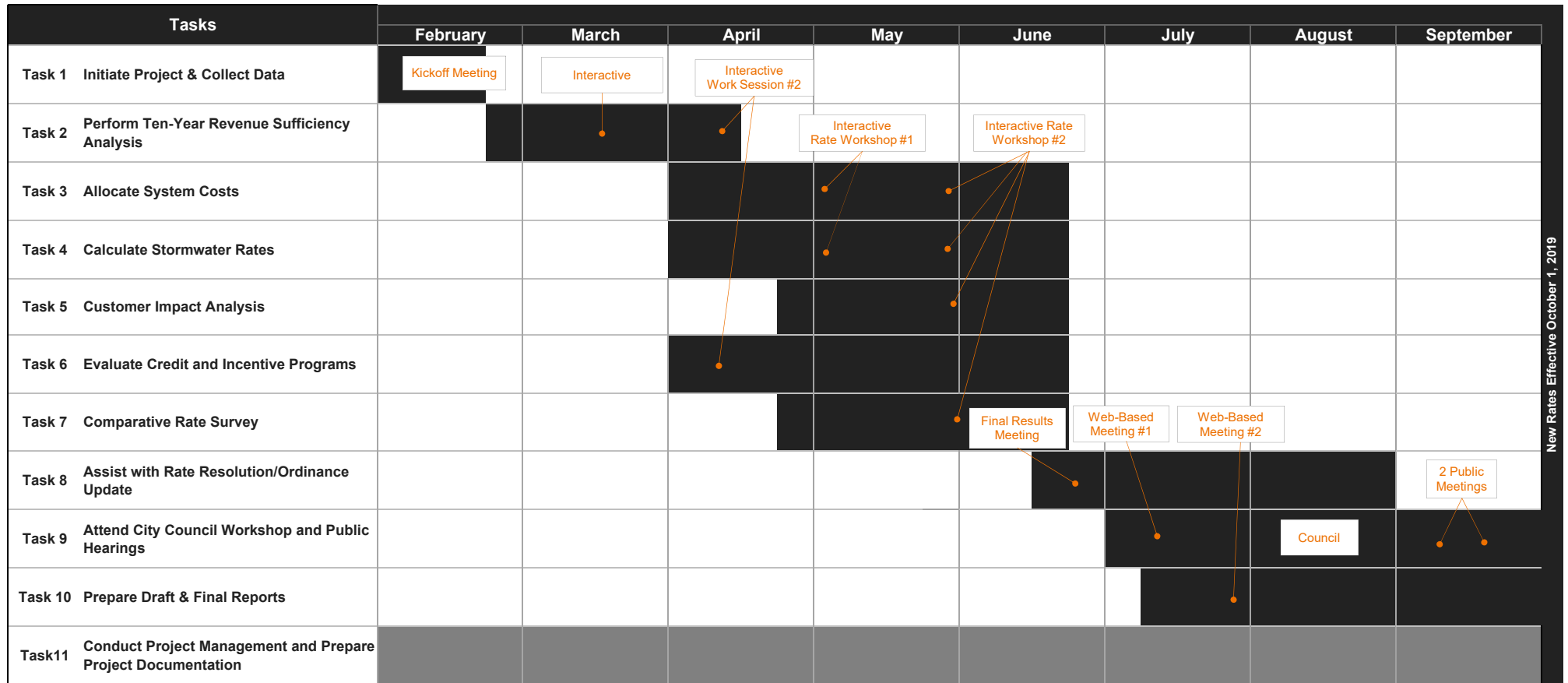


City of Pinellas Park, FL
Task Order #1 - Stormwater Rate Study
Project Work Plan and Cost Estimate Schedule

Project Tasks		Estimated Labor-Hours												Total Project	
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		Burnham	Bearman	Williams	Westover	Stevens	Kloeckner	Morrissey		Hale	Sturm		Sheetal		LAGO
		Resources → Hourly Rates →	\$325	\$275	\$196	\$225	\$200	\$175	\$150	\$185	\$134	\$94	\$137		
Task 4 Calculate Stormwater Rates															
4.1	Review existing billing file and Property Appraiser Parcel data to identify and designate appropriate fields for inclusion in impervious area.	0	0	0	2	2	4	0	8	16	8	24	0	40	72
4.2	Calculate impervious area for each parcel and map to utility billing accounts. Create master utility billing file.	0	0	0	1	3	2		6	16	32	48	0	0	54
4.3	Review and evaluate stormwater billing options for presentation to City Council.	1	0	0	3	0	0	0	4	0	0	0	0	0	4
4.4	Identify potential process for City to update impervious data and billing file as needed.	1	0	0	1	1	0	0	3	16	4	20	0	0	23
4.5	Populate rate design model per the revenue requirements identified in Task 2, cost allocations in Task 3, and updated parcel impervious area.	0	0	0	1	2	4	2	9	0	0	0	0	0	9
4.6	Evaluate updated rate schedules for at least three scenarios.	0	0	0	1	8	4	1	14	0	0	0	0	0	14
4.7	Internal quality control review with consulting team, make required adjustments and identify key discussion points for review with City Staff.	1	4	0	1	1	1	1	9	1	1	2	0	0	11
4.6	Meet with City staff in interactive rate workshop (#1) to review preliminary results. --Included in Task 3.8--	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.7	Make adjustments as required based on input from City and incorporate into rate design model.	0	0	0	1	4	1	1	7	0	0	0	0	0	7
4.8	Meet with City staff in interactive rate workshop (#2) to review adjusted results. --Included in Task 3.10--	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.9	Perform adjustments as required based upon input provided by City staff and finalize rate design	1	0	0	1	2	1	1	6	0	0	0	0	0	6
Task 5 Customer Impact Analysis															
5.1	Prepare detailed property/bill impact schedules, including spatial distributions of customer impacts using GIS. Include the special analysis for those within Pinellas Park Water Management District.	1	0	0	1	1	1	6	10	8	24	32	0	0	42
5.2	Review results with City staff during interactive rate workshop (#2) . --Included in Task 3.10--	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.3	Update the financial model to reflect any changes to the rate structure or financial policies.	0	0	0	1	2	2	4	9	0	0	0	0	0	9
Task 6 Evaluate Credit and Incentive Programs															
6.1	Evaluate existing credit and/or incentive policies and make recommendations for any alternate credits or adjustments.	2	4	0	4	3	2	0	15	8	16	24	0	0	39
6.2	Review results with City staff during interactive work session (#1) . --Included in Task 2.8--	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6.3	Incorporate desired credits/incentive assumptions into financial model.	0	1	0	1	2	2	4	10	0	0	0	0	0	10
Task 7 Comparative Rate Survey															
7.1	Perform comparative analysis of neighboring communities to compare stormwater rates, fee structures, and credit/incentive programs.	1	2	0	1	1	4	8	17	0	0	0	0	0	17
7.2	Review results with City staff during interactive rate workshop (#2) . --Included in Task 3.10--	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 8 Assist with Rate Resolution/Ordinance Update															
8.1	Prepare for and meet with City during in-person meeting to review final results of analysis and develop specific rate, fee and program	4	1	0	4	1	2	4	16	0	0	0	1	0	17
8.2	Assist City with update of Resolution and Ordinance by providing necessary rate/fee input.	2	1	0	2	1	0	6	12	0	0	0	1	0	13
Task 9 Attend City Council Workshop and Public Hearings															
9.1	Prepare draft presentation for workshop with City Council to present draft results of the Study.	2	3	2	2	2	4	6	21	2	4	6	2	0	29
9.2	Review draft presentation with City staff during Web-Based Meeting #1 and incorporate revisions into final presentation.	2	0	0	2	2	0	1	7	0	0	0	0	0	7
9.3	Attend workshop with City Council to present the draft results of the Study.	4	0	0	4	4	0	0	12	0	0	0	0	0	12
9.4	Integrate feedback from City Council into study.	1	1	0	1	1	1	2	7	3	8	11			18
9.5	Prepare presentation and attend the first public hearing.	4	0	0	4	4	0	0	12	0	0	0	0	0	12
9.6	Prepare presentation and attend the second public hearing.	4	0	0	4	4	0	0	12	0	0	0	0	0	12
Task 10 Prepare Draft & Final Reports															
10.1	Prepare 8 bound copies of Draft Report of the initial results and recommendations of the Study for staff review/comment.	2	0	2	8	4	4	2	22	2	4	6	2	0	30
10.2	Internal quality control review of results with consulting team, make required adjustments, and identify key discussion items for staff.	1	4	0	2	1	1	0	9	1	1	2	0	0	11
10.3	Prepare for and meet with City staff via Web-Based Meeting #2 to review comments on Draft Report.	2	0	0	2	2	0	0	6	0	0	0	0	0	6
10.4	Integrate final staff comments and prepare 18 bound copies of the Final Report.	1	0	0	2	2	2	2	9	1	2	3	1	0	13
Task11 Conduct Project Management and Prepare Project Documentation															
11.1	Schedule progress meetings and conference calls with team and City staff.	0	0	0	30	0	0	0	30	0	0	0	0	0	30
11.2	Prepare agendas and meeting minutes	0	0	0	16	0	0	0	16	0	0	0	0	0	16
Total Estimated Labor Hours		60	30	50	140	85	85	110	560	83	120	203	10	40	813
Total Estimated Fee		\$19,500	\$8,250	\$9,800	\$31,500	\$17,000	\$14,875	\$16,500	\$117,425	\$15,355	\$16,080	\$31,435	\$940	\$5,472	\$149,800
Total Estimated Expenses															\$4,297
Subconsultant Fees (5% markup)															\$5,746
Total Estimated Project Cost															\$159,843

City of Pinellas Park, FL

Task Order #1 - Stormwater Rate Study Schedule



City of

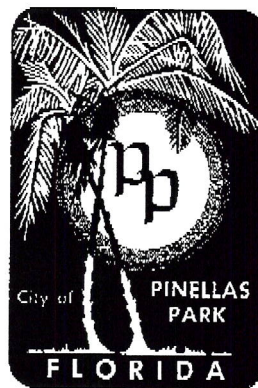
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100

PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
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**FLORIDA**

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January 22, 2019

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-014
Contract 18/011 - Stantec Master Service Agreement

Dear Mr. Petersen:

I have received and reviewed the contract with Stantec Consulting Services, Inc. The entire agreement includes three attachments and additional items provided in the RFP. I did not receive or review Attachment A, Task Order Form, Attachment B, City Change Order Form, nor Attachment C, Rate Schedule.

Assuming that these items are correct and attached to the contract for review by each party prior to City Council's approval and execution, I would approve of the contract as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Asst. City Manager
Bart Diebold, Public Works Administrator

JWD/law

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