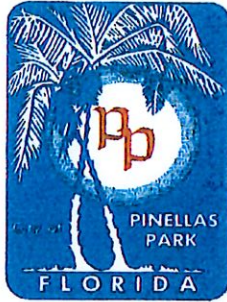


City of  
**PINELLAS PARK**

PURCHASING DIVISION  
P.O. BOX 3138  
PINELLAS PARK, FL 33780-3138



**FLORIDA**

PHONE • (727) 369-5712

FAX • (727)-369-7883

**MEMORANDUM**

DATE: August 21, 2019

TO: Douglas Lewis, City Manager

FROM: Gary Moskaluk, Purchasing Director

RE: Noncompetitive Item, Emergency Purchases

In compliance to Section 2-602 Section (A) City of Pinellas Park Code of Ordinance, it is requested that Council Agenda dated September 12, 2019 be certified by the Mayor as emergency purchase for item listed below.

Emergency Sewer Line Repair-6344 82<sup>nd</sup> Avenue  
(ITEM)

FOR Sewer (DEPARTMENT/DIVISION)

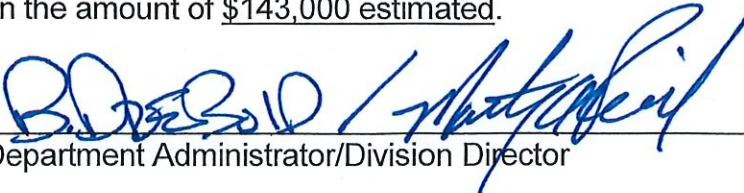
Located at: 6344 82<sup>nd</sup> Avenue, Pinellas Park, Florida

to be purchased from All American Concrete 8770 Somerset Drive Largo, Fl. 33773  
(VENDOR NAME)

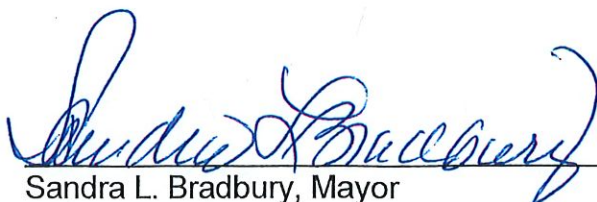
(727)524-6755

(VENDOR ADDRESS & TELEPHONE NUMBER)

in the amount of \$143,000 estimated.

  
\_\_\_\_\_  
Department Administrator/Division Director

  
\_\_\_\_\_  
Gary Moskaluk, Purchasing Director

  
\_\_\_\_\_  
Sandra L. Bradbury, Mayor

----- Forwarded message -----

From: **Gary Moskaluk** <[GMoskaluk@pinellas-park.com](mailto:GMoskaluk@pinellas-park.com)>

Date: Tue, Aug 20, 2019 at 4:55 PM

Subject: Re: Emergency Repair Deep 30" X 6" Sanitary Gravity Line 6344 82nd. Ave

To: Marty Reich <[MReich@pinellas-park.com](mailto:MReich@pinellas-park.com)>

Good afternoon Marty,

I understand an emergency situation exists with the road collapsing on 82nd Avenue due to a sewer main break. As such, I am declaring this situation an emergency for repair purposes as it affects the welfare of the citizens of Pinellas Park.

Please proceed with repairs and place an item on the next available council agenda.

Thank you.

Gary Moskaluk  
Purchasing Director  
City of Pinellas Park  
(727)369-5711

---



## ALL AMERICAN CONCRETE, Inc.

8770 Somerset Drive • Largo, FL 33773  
(727) 524-8755 • Fax (727) 524-8759  
GC-CO59199 / CU-CO43117

### PROPOSAL

August 20, 2019

Mr. Marty A. Reich  
City of Pinellas Park  
Publix Utilities  
6250 82<sup>nd</sup> Ave. North  
Pinellas Park, FL 33781

Re: 6344 82<sup>nd</sup> Ave. North Sanitary Sewer Repair

Mr. Reich:

We hereby submit the price of \$143,000.00 to repair a 6" lateral on a 30" lined VCP Sanitary Sewer at the above location. The price includes the following. Traffic Control, excavating and dewatering, fibreglassing a 6" inserta tee onto the existing 30" lined VCP Sanitary Sewer and replacing approximately 15 LF of existing 6" lateral with 6" SDR26 PVC pipe, restoration of curb and sidewalk, and restoration of 82<sup>nd</sup> Ave. in accordance with City of Pinellas Park City Standard R-14.

This quote only includes what is specified above and specifically excludes permits, fees, laboratory testing, and the relocation of existing utilities.

Sincerely,

  
Thomas R. Jordan  
Estimator

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in full upon completion.

Signature: 

Title: UTILITY SERVICES COORDINATOR

Date: 8-23-19



ALLAM-1

OP ID: GS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Captive Insurance Consulting John Hislop 2653 McCormick Drive Clearwater, FL 33759 John Hislop	727-726-8285	CONTACT NAME: John Hislop	
		PHONE (A/C, No, Ext): 727-726-8285	FAX (A/C, No):
		E-MAIL ADDRESS: jhislop@captiveinsconsulting.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: National Union Fire Ins Co	19445
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED  
All American Concrete, Inc.  
Kristen Nasse-Shackelford  
8770 Somerset Drive  
Largo, FL 33773

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL5268293	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000*
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489776	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC022298198	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: City of Pinellas Park Emergency Repair Services....City of Pinellas Park is included as additional insured as respects General Liability as required by written contract. Waiver of Subrogation in favor of the additional insured is applicable as respects General Liability and Worker's Compensation as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

PINELLA  City of Pinellas Park Attn: Human Resources Dept. 5141 78th Avenue N. Pinellas Park, FL 33781	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 6/1/2019 forms a part of Policy No. WC022298198

Issued to All American Concrete, Inc and Speegler & Associates, Inc

By National Union Fire Insurance Co.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU  
BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF  
RECOVERY AGAINST, UNDER ANY CONTRACT OR  
AGREEMENT YOU ENTER INTO PRIOR TO THE  
OCCURRENCE OF LOSS,

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_

Authorized Representative

GMS  
GMS  
GMS  
GMS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required By Written Contract	As Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization to whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the Contract or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: GL5268293

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Pursuant To Applicable Written Contract or Agreement You Enter Into

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

August 21, 2019

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

PROJECT/SERVICE CONTRACT NAME: PROJECT – Emergency Repair Services.

By this agreement, All American Concrete, Inc., hereinafter "CONTRACTOR", 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 CONTRACTOR, its agents, servants, or employees. CONTRACTOR shall be responsible to the City of Pinellas Park for any damages caused by the CONTRACTOR'S negligence, wrongdoing, misconduct want or need of skill, or default or breach of contract, guarantee or warranty.

Date August 21, 2019

Contractor All American Concrete, Inc.

Address 8770 Somerset Dr. Largo, FL 33773

Print Name Jeffery J. Nasse

Signature 

Title President

President, Vice-President, or Treasurer

**CORPORATE SEAL**