



CITY COUNCIL AGENDA

Oldsmar Council Chamber
101 State Street West
Oldsmar, Florida

Doug Bevis, Mayor
Dan Saracki, Vice-Mayor
Eric Seidel, Council Member
Gabby McGee, Council Member
Jerry Beverland, Council Member

Al Braithwaite, City Manager
Ann E. Nixon, City Clerk
Thomas J. Trask, City Attorney

Date: Tuesday, February 20, 2018

Time: 7:00 PM

Notice is hereby given that the Oldsmar City Council will hold a Council Meeting for the following purpose(s):

MEETING CALLED TO ORDER

INVOCATION Moment of silence for victims of the shooting at Marjory Stoneman Douglas High School

PLEDGE OF ALLEGIANCE TO THE FLAG

CITIZENS' OPEN FORUM: Each speaker will be recognized once and will be limited to a five (5) minute presentation on any subject that is not scheduled for a **PUBLIC HEARING**. Citizens' Open Forum will conclude at 7:30 p.m. If any speaker has not been heard at the conclusion of the 30-minute Open Forum, the Mayor may announce a continuance and they will be given an opportunity to speak at the end of the Council meeting.

MAYOR'S MINUTE:

COMMUNITY REDEVELOPMENT AGENCY:

CONSENT DOCKET:

1. Approve payment to legal counsel.
Approved
2. Approve request to waive bid requirements and authorize purchase of Sodium Hypochlorite, Anti-Scalant, Sodium Hydroxide, and Fluoride Chemical Feed Pumps & Skids from Guardian Equipment, Inc, for the Reverse Osmosis Water Treatment Plant (ROWTP).
Approved
3. Approve tentative agenda for March 6, 2018.

Approved

CITY OF OLDSMAR:

4. Presentation of Employee Service Awards.
Postponed to March 6, 2018 City Council Meeting
5. Presentation of Council/Manager Award.
Council Member Beverland presented to Art and Jeanette Holloway
6. Presentation to Vice Mayor Saracki.
Mayor Doug Bevis presented Florida League of Cities' Institute of Elected Municipal Officials IV Certificate of Leadership to Vice Mayor Dan Saracki

CITY ATTORNEY:

CITY MANAGER:

7. Approve Douglas Trail Design Agreement Phase 6.
Approved
8. Approve Amendment to Oldsmar Towns, LLC Purchase and Sale Agreement.
Approved
9. Adopt Resolution 2018-04, revising the budget for FY 2017-2018.
Moved to before Item 7. Adopted

CITY CLERK:

CITY COUNCIL:

10. Schedule work session for Sign Code review.
Scheduled for March 13, 2018, 4:00 PM
11. Comments by Council Members.



Ann Nixon, MMC
City Clerk

City of Oldsmar

NOTICE: Any person with a disability requiring reasonable accommodation in order to participate in this meeting should contact the City Clerk's office: telephone (813) 749-1115, Fax (813) 854-3121, email anixon@myoldsmar.com, or operator assistance (800) 955-8770.

Video recordings and minutes of the meetings are available online at www.myoldsmar.com. A video copy of the City Council meeting may also be obtained from the City Clerk's Office. The fee is \$10.00 if the City provides a DVD, or free if the requester provides a DVD or thumb drive.

To appeal any decision made by the Board, Agency or Council with respect to any matter discussed at such meeting or hearing, the person making the appeal will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to Florida Statute 286.0105. The City does not provide verbatim transcripts. Arrangements to obtain a verbatim transcript should be made in advance with an outside agency, such as a court reporter.

PUBLIC HEARING PROCEDURE

- | | |
|---|--|
| a) City Attorney reads ordinance (by title only). | g) Public Hearing (proponents, opponents). |
| b) Motion is made. | h) Mayor closes Public Hearing. |
| c) Second is made. | i) Council discussion. |
| d) City Manager's remarks. | j) Council vote. |
| e) Staff presentation (optional). | k) City Clerk records and announces the results. |
| f) Mayor opens Public Hearing. | |

ITEM 1.

Trask Daigneault, L.L.P.
 1001 South Fort Harrison Avenue
 Suite 201
 Clearwater, FL 33756

CITY OF OLDSMAR
 Al Braithwaite, City Manager
 100 State Street West
 Oldsmar, FL 34677-3655

February 05, 2018
 I.D. 59-3642714
 Invoice No. 55466

In Re: General

		<u>Hrs/Rate</u>	<u>Amount</u>
	<u>PLATTE/MUNICIPAL</u>		
1/4/2018	Sale to Oldsmar Towns LLC. Review Title objection letter, title commitment and survey and compare to contract.	0.80 175.00/hr	
1/17/2018	Sale to Oldsmar Town LLC. Review emails regarding easements, surveys etc; Prepare Resolution; Email to buyers attorney.	1.25 175.00/hr	
	SUBTOTAL:	[2.05	358.75]
	<u>SCHAEFER/LITIGATION</u>		
1/7/2018	Review email regarding cancellation of Board of Adjustment meeting of 1/24/18. Note and file	0.10 175.00/hr	
	SUBTOTAL:	[0.10	17.50]
	<u>TRASK/LITIGATE</u>		
1/23/2018	Review of CEB agenda.	0.10 175.00/hr	
	Receipt and review of e-mail from Kathy Horvath with code enforcement agenda.	0.20 175.00/hr	
1/30/2018	Preparation of e-mail to Ann Nixon and Al Braithwaite regarding Carlin & Carlin lien.	0.20 175.00/hr	
	Review Notice of Possible Assets, Abandonment and Last Day to File Claims with regard to bankruptcy of Christopher Michael Vargas.	0.10 175.00/hr	

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	<u>Hrs/Rate</u>	<u>Amount</u>
1/30/2018 Review of backup materials on Carlin/4070 Tampa Road and return pc to John Carlin.	0.40 175.00/hr	
1/31/2018 Obtain payoff figures on Carlin CEB lien.	0.10 175.00/hr	
Receipt and review of e-mail from John Carlin regarding 4070 Tampa Road.	0.10 175.00/hr	
Receipt and review of e-mail from Greg Silliman regarding 4070 Tampa Road.	0.10 175.00/hr	
Preparation of e-mail to John Carlin regarding breakdown of liens.	0.10 175.00/hr	
SUBTOTAL:	[1.40	245.00]
For professional services rendered	3.55	\$621.25
Previous balance		\$797.51
1/11/2018 Payment - thank you		(\$166.25)
1/19/2018 Payment - thank you		(\$631.26)
Total payments and adjustments		(\$797.51)
Balance due		\$621.25

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CITY OF OLDSMAR

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In Re: Red Light Cameras

	<u>Hrs/Rate</u>	<u>Amount</u>
<u>MORA/LITIGATION</u>		
1/28/2018 Receive and respond to inquiry from City staff	0.30 175.00/hr	
SUBTOTAL:	[0.30	52.50]
For professional services rendered	0.30	\$52.50
Previous balance		\$157.50
1/19/2018 Payment - thank you		(\$157.50)
Total payments and adjustments		(\$157.50)
Balance due		\$52.50

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CITY OF OLDSMAR

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In Re: O.L. Products

	<u>Amount</u>
Previous balance	\$35.00
1/11/2018 Payment - thank you	<u>(\$35.00)</u>
Total payments and adjustments	<u>(\$35.00)</u>
Balance due	<u><u>\$0.00</u></u>

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CITY OF OLDSMAR

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In Re: Parker, Darlene adv Bank of NY
Mellon

	<u>Amount</u>
Previous balance	\$253.06
1/11/2018 Payment - thank you	<u>(\$253.06)</u>
Total payments and adjustments	<u>(\$253.06)</u>
Balance due	<u><u>\$0.00</u></u>

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In Re: Saul, Rachel and Ryan adv.
Christiana Trust (Wilmington
Savings)
467 Cypress Lake Court

	<u>Hrs/Rate</u>	<u>Amount</u>
<u>TRASK/LITIGATE</u>		
1/24/2018 Review Certificate of Sale.	0.10 175.00/hr	
SUBTOTAL:	[0.10	17.50]
For professional services rendered	0.10	\$17.50
Previous balance		\$35.00
1/11/2018 Payment - thank you		(\$17.50)
1/19/2018 Payment - thank you		(\$17.50)
Total payments and adjustments		(\$35.00)
Balance due		\$17.50

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In Re: Pasco, James I., Jr. adv. U.S.
Bank
Case No. 17-000046-CI

	<u>Amount</u>
Previous balance	\$560.00
1/11/2018 Payment - thank you	(\$525.00)
1/19/2018 Payment - thank you	(\$35.00)
Total payments and adjustments	(\$560.00)
Balance due	<u>\$0.00</u>

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In Re: Clark, Cedric B. - Tax Deed
Sale (vacant land)

	<u>Amount</u>
Previous balance	\$69.86
1/11/2018 Payment - thank you	<u>(\$69.86)</u>
Total payments and adjustments	<u>(\$69.86)</u>
Balance due	<u><u>\$0.00</u></u>

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In Re: HOA Problem Solutions, Inc. as
 Trustee adv. MTGLQ Investors,
 LP
 Case No. 17-002600-CI
 208 Orchard Grove Place,
 Oldsmar (Trizis)

		<u>Hrs/Rate</u>	<u>Amount</u>
	<u>KATHY/TJT</u>		
1/16/2018	Prepare and send transmittal letter to Judge Pamela Campbell enclosing copy of Attorney Worksheet for Foreclosure Non-Jury Trial; mail copies of Attorney Worksheet to those defendants not appearing in Court's e-portal.	0.40 55.00/hr	
	SUBTOTAL:	[0.40	22.00]
	<u>TRASK/LITIGATE</u>		
1/8/2018	Review Plaintiff's Notice that Action is at Issue and Ready to be Set for Trial.	0.10 175.00/hr	
1/15/2018	Prepare Attorney Worksheet for Foreclosure Non-Jury Trial.	0.50 175.00/hr	
1/16/2018	File in Circuit Civil - Attorney Worksheet for Foreclosure Non-Jury Trial.	0.30 55.00/hr	
1/17/2018	Review Certificate of Service for Order to Appear for Case Management Conference and Status Conference for Foreclosure Non-Jury Trial and Attorney Worksheet for Foreclosure Non-Jury Trial.	0.10 175.00/hr	
1/26/2018	Review Notice of Serving First Interrogatories to Plaintiff.	0.20 175.00/hr	
	Review First Request for Admissions.	0.20 175.00/hr	

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		<u>Hrs/Rate</u>	<u>Amount</u>
1/26/2018	Review First Request for Production to Plaintiff.	0.20 175.00/hr	
	SUBTOTAL:	[1.60	244.00]
	For professional services rendered	2.00	\$266.00
Additional Charges :			
<u>TRASK/LITIGATE</u>			
1/16/2018	Postage - Attorney Worksheet for Foreclosure Non-Jury Trial.		2.30
	Photocopies - Attorney Worksheet for Foreclosure Non-Jury Trial.		4.00
	SUBTOTAL:	[6.30]	
	Total costs		\$6.30
	Total amount of this bill		\$272.30
	Previous balance		\$17.50
1/11/2018	Payment - thank you		(\$17.50)
	Total payments and adjustments		(\$17.50)
	Balance due		\$272.30

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In Re: Suncoast Development
Water Main Replacement Bid
Protest

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>DAIGNEAULT/LITIGATION</u>			
1/5/2018	Conduct additional review of documents and associated legal research.	2.60 175.00/hr	
1/19/2018	Receive and review Plaintiff's notice of filing deposition errata sheet.	0.10 175.00/hr	
	Telephone conference with Nancy regarding subpoena issued to Keystone.	0.20 175.00/hr	
	Telephone conference with City Manager regarding case. Conduct legal research regarding information received.	2.10 175.00/hr	
1/22/2018	Telephone conference with City Manager regarding case.	0.20 175.00/hr	
1/24/2018	Continue analysis of case law in light of additional facts received.	2.20 175.00/hr	
1/25/2018	Receive and review memorandum from RDM and conduct supplemental research regarding same.	2.10 175.00/hr	
	SUBTOTAL:	[9.50	1,662.50]
<u>ESCHENFELDER/LITIGATION</u>			
1/3/2018	Consult with Randy regarding Oldsmar bid protest lawsuit being handled by Jay, do Westlaw search for Randy.	0.50 175.00/hr	
	SUBTOTAL:	[0.50	87.50]

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		<u>Hrs/Rate</u>	<u>Amount</u>
	<u>MORA/LITIGATION</u>		
1/3/2018	Research case law re: positive injunctions and City's potential exposure	1.80 175.00/hr	
1/10/2018	Contact N. Bennet re: factual inquiry; Call with supervising attorney re: same	0.30 175.00/hr	
1/12/2018	Draft and send correspondence to client re: investigative file review; Receive Plaintiff's summary judgment motion	0.50 175.00/hr	
1/15/2018	Discuss and strategize re: response to Plaintiff's motion for summary judgment; Conduct preliminary review of Plaintiff's motion	0.50 175.00/hr	
1/18/2018	Review bid documents in preparation for drafting response to summary judgment motion	0.50 175.00/hr	
1/24/2018	Review, research, analyze, and draft summary concerning invitation to bid documents; Research and summarize contents of competitive bidding statute	3.50 175.00/hr	
1/25/2018	Attention to research pertaining to summary judgment motion	0.30 175.00/hr	
	SUBTOTAL:	[7.40	1,295.00]
	For professional services rendered	17.40	\$3,045.00
	Previous balance		\$2,848.46
1/11/2018	Payment - thank you		(\$597.00)
1/19/2018	Payment - thank you		(\$2,251.46)
	Total payments and adjustments		(\$2,848.46)
	Balance due		\$3,045.00

In Re: Argos USA, LLC
Business Tax Receipt

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>DAIGNEAULT/LITIGATION</u>			
1/14/2018	Receipt and detailed review of file from TJT and conduct legal research and analysis regarding same.	3.40 175.00/hr	
1/16/2018	Continue analysis of file materials received from TJT.	2.10 175.00/hr	
1/17/2018	Telephone conference with opposing counsel regarding case.	0.20 175.00/hr	
1/24/2018	Continue review and analysis of documents responsive to public records request.	2.10 175.00/hr	
1/26/2018- 1/30/2018	Complete review of documents received and file materials. Telephone call to Attorney Torres regarding same and telephone conference with City Manager regarding same.	2.10 175.00/hr	
1/30/2018	Telephone conference with Attorney Torres regarding status of case.	0.20 175.00/hr	
SUBTOTAL:		[10.10	1,767.50]
<u>NANETTE/TJT</u>			
1/18/2018	Receipt of email with documents to print;download, save and print documents	0.60 55.00/hr	
1/22/2018	Finalize documents re 170 Pine Ave. Oldsmar/Argos BTR, arrange in binder	1.00 55.00/hr	
SUBTOTAL:		[1.60	88.00]

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		<u>Hrs/Rate</u>	<u>Amount</u>
<u>TRASK/LITIGATE</u>			
1/10/2018	Receipt and review of e-mail from Christopher Torres regarding status.	0.10 175.00/hr	
	Preparation of e-mail to Christopher Torres regarding status of case.	0.10 175.00/hr	
	Preparation of e-mail to Ann Nixon and Steven Everitt regarding settlement negotiations.	0.20 175.00/hr	
	Review letter from Argos lawyer. Review file. Conference with Jay D.	1.00 175.00/hr	
	Receipt and review of e-mail from Christopher Torres regarding settlement negotiations.	0.20 175.00/hr	
1/18/2018	Receipt and review of e-mail from Christopher Torres regarding 170 Pine Avenue South.	0.20 175.00/hr	
	Preparation of e-mail to Christopher Torres regarding 170 Pine Avenue South.	0.20 175.00/hr	
	Receipt and review of e-mail from Ann Nixon regarding 170 Pine Avenue South.	0.10 175.00/hr	
1/22/2018	Review of documents produced pursuant to public records request.	1.30 175.00/hr	
1/26/2018	Conference with Jay re: options moving forward.	0.20 175.00/hr	
	SUBTOTAL:	[3.60	630.00]
	For professional services rendered	15.30	\$2,485.50
	Previous balance		\$1,382.76
1/11/2018	Payment - thank you		(\$140.00)
1/19/2018	Payment - thank you		(\$1,242.76)

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	<u>Amount</u>
Total payments and adjustments	<u>(\$1,382.76)</u>
Balance due	<u><u>\$2,485.50</u></u>

In Re: Wireless Telecommunications Code

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>SCHAEFER/LITIGATION</u>			
1/19/2018	Review assignment notes and prior discussions with Tom Trask, Jay Daigneault and Randy Mora. Review prior legal research, and summary of federal and state law applicable to wireless telecommunications and local government and rights of way.	0.20 175.00/hr	
1/22/2018	Continued review of previous research in outline/memorandum summary of Federal and State law applicable to wireless telecommunications and local government and rights-of-way (ROW) (26 pages and research	0.68 175.00/hr	
	Westlaw research to update federal law in 47 U.S.C. Section 332: statute, notes of decisions, citing references, review and copy additional cases. Westlaw research to update federal law in 47 U.S.C. Section 1455, wireless facilities deployment: statute, notes of decisions and citing references.	0.80 175.00/hr	
1/23/2018	Continued review of cases under 47 U.S.C. Section 1455. Review 2009 and 2014 FCC Orders interpreting and implementing 47 U.S.C. Sections 332 and 1455.	0.60 175.00/hr	
	Resume legal research on FCC website, look subsequent reports and orders. Westlaw legal research on cases which distinguish "proprietary functions" vs. "regulatory functions" of local government with respect to telecommunications.	0.46 175.00/hr	
1/25/2018	Edit and add to previous Summary of Federal and State law applicable to WirelessTelecommunications and Local Government and Rights-of-way (ROW) (26 pages): revise and add to 47 U.S.C. Section 332, Mobile Services, with illustrative Federal	0.66 175.00/hr	

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		<u>Hrs/Rate</u>	<u>Amount</u>
	cases, <u>New Cingular v. City of Tallahassee,</u> <u>Wireless towers v. City of Jacksonville, etc.</u>		
1/26/2018	Edit and add to Summary of Federal and State law: <u>Omnipoint v. City of Hunting Beach,</u> <u>Omnipoint v. Township of Nether Providence, GTE</u> <u>v. City of San Francisco, etc</u>	0.60 175.00/hr	
	Continue to edit and add to Summary of Federal and State law: <u>Upstate Cellular v. City of</u> <u>Auburn, and to to 47 U.S.C. Section 1455</u> <u>wireless facilities, Montgomery County v.</u> <u>FCC, Portland Cellular v. Town of Cape</u> <u>Elizabeth, etc.</u>	0.60 175.00/hr	
1/28/2018	Edit and add to Summary of Federal and State law: <u>47 U.S.C. Section 1455, Abington Township</u> <u>v. Crown Castle, City of Santa Fe v. Catanach,</u> <u>Orange County; Poughkeepsie v. Town of East</u> <u>Fishkill, etc.</u>	0.50 175.00/hr	
1/29/2018	Edit and add to Summary of Federal and State law: <u>47 U.S.C. Section 1455: Orange County -</u> <u>Poughkeepsie (cont.), New Cingular v. City of</u> <u>Forest Haven, etc.</u>	0.46 175.00/hr	
	SUBTOTAL:	[5.56	973.00]
	For professional services rendered	5.56	\$973.00
	Balance due		<u>\$973.00</u>

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In Re: Paskert - 818 Christina
Circle/Grading Issue

		<u>Hrs/Rate</u>	<u>Amount</u>
	<u>TRASK/LITIGATE</u>		
1/19/2018	Preparation of e-mail to Ann Nixon regarding Paskert public records request.	0.10 175.00/hr	
	Receipt and review of e-mail from Ann Nixon regarding Paskert public records request.	0.20 175.00/hr	
1/26/2018	Phone call from Paskert's atty re: minutes of CEB meeting.	0.10 175.00/hr	
	SUBTOTAL:	[0.40	70.00]
	For professional services rendered	0.40	\$70.00
	Balance due		\$70.00

ITEM 1.

Trask Daigneault, L.L.P.
1001 South Fort Harrison Avenue
Suite 201
Clearwater, FL 33756

CITY OF OLDSMAR
Al Braithwaite, City Manager
100 State Street West
Oldsmar, FL 34677-3655

February 05, 2018
I.D. 59-3642714
Invoice No. 55466

Client Matter Billing Summary

	Fees/ Costs	Service Tax/ Sales Tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
In Re: General				
	\$621.25	\$0.00	(\$797.51)	\$797.51
	\$0.00	\$0.00	\$0.00	\$621.25
		\$0.00	\$0.00	(\$797.51)
				\$621.25
In Re: Red Light Cameras				
	\$52.50	\$0.00	(\$157.50)	\$157.50
	\$0.00	\$0.00	\$0.00	\$52.50
		\$0.00	\$0.00	(\$157.50)
				\$52.50
In Re: O.L. Products				
	\$0.00	\$0.00	(\$35.00)	\$35.00
	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	(\$35.00)
				\$0.00
In Re: Parker, Darlene adv Bank of NY Mellon				
	\$0.00	\$0.00	(\$253.06)	\$253.06
	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	(\$253.06)
				\$0.00
In Re: Saul, Rachel and Ryan adv. Christiana Trust (Wilmington Savings) 467 Cypress Lake Court				
	\$17.50	\$0.00	(\$35.00)	\$35.00
	\$0.00	\$0.00	\$0.00	\$17.50
		\$0.00	\$0.00	(\$35.00)
				\$17.50

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	Fees/ Costs	Service Tax/ Sales Tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
In Re: Pasco, James I., Jr. adv. U.S. Bank Case No. 17-000046-CI				
	\$0.00	\$0.00	(\$560.00)	\$560.00
	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	(\$560.00)
				\$0.00
In Re: Clark, Cedric B. - Tax Deed Sale (vacant land)				
	\$0.00	\$0.00	(\$69.86)	\$69.86
	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	(\$69.86)
				\$0.00
In Re: HOA Problem Solutions, Inc. as Trustee adv. MTGLQ Investors, LP Case No. 17-002600-CI 208 Orchard Grove Place, Oldsmar (Trizis)				
	\$266.00	\$0.00	(\$17.50)	\$17.50
	\$6.30	\$0.00	\$0.00	\$272.30
		\$0.00	\$0.00	(\$17.50)
				\$272.30
In Re: Suncoast Development Water Main Replacement Bid Protest				
	\$3,045.00	\$0.00	(\$2,848.46)	\$2,848.46
	\$0.00	\$0.00	\$0.00	\$3,045.00
		\$0.00	\$0.00	(\$2,848.46)
				\$3,045.00
In Re: Argos USA, LLC Business Tax Receipt				
	\$2,485.50	\$0.00	(\$1,382.76)	\$1,382.76
	\$0.00	\$0.00	\$0.00	\$2,485.50
		\$0.00	\$0.00	(\$1,382.76)
				\$2,485.50

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	Fees/ Costs	Service Tax/ Sales Tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
In Re: Wireless Telecommunications Code				
	\$973.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$973.00
		\$0.00	\$0.00	\$0.00
				\$973.00
In Re: Paskert - 818 Christina Circle/Grading Issue				
	\$70.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$70.00
		\$0.00	\$0.00	\$0.00
				\$70.00
GRAND TOTAL	\$7,530.75	\$0.00	(\$6,156.65)	\$6,156.65
	\$6.30	\$0.00	\$0.00	\$7,537.05
		\$0.00	\$0.00	(\$6,156.65)
				<u>\$7,537.05</u>



**CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO**

TO: Al Braithwaite, City Manager *AB*
FROM: Nan Bennett, Director of Public Works
DATE: January 31, 2018
SUBJECT: Purchase Request – Sodium Hypochlorite, Anti-Scalant, Sodium Hydroxide, and Fluoride Chemical Feed Pumps & Skids (PB18-012)

RECOMMENDED MOTION

Waive bid requirements and authorize purchase of Sodium Hypochlorite, Anti-Scalant, Sodium Hydroxide, and Fluoride Chemical Feed Pumps & Skids from Guardian Equipment, Inc., not to exceed \$70,000 for the fiscal year.

BACKGROUND

The FY 17/18 Capital Improvement Budget for the Reverse Osmosis Water Treatment Plant planned for the renewal and replacement of the chemical feed pumps and skids. Each of the four pump skids is used to deliver the necessary chemicals to produce safe, compliant, and stable drinking water. Sodium Hypochlorite pump is used for disinfection of the potable water supply. Anti-scalant is used as a raw water conditioner to prevent scaling and or damage to the reverse osmosis membrane units. Sodium hydroxide is used to add stabilization to the finished water to protect the City's distribution system. Fluoride is used in the public water supply to reduce tooth decay.

The purchase would be made under the same terms and conditions as the Volusia County, Florida Master Agreement No. 780 3836-5 for Chemical Feed Systems Maintenance and Repair Parts which was awarded on August 6th, 2015. The term is good through August 8, 2018. (PB18-012)

BUDGETARY IMPACT

The contract price will be \$65,445.00 as outlined in the attached letter.

Funds for this purchase are budgeted as follows:

RO Water Treatment Plant improvements – GL account #401-148-533-60-63-54 for \$70,000.

STAFF APPROVAL

Name	Date Approved
Nan Bennett	01/31/2018
Cindy Nenno	<i>CN</i> 2/7/18
Tom Trask	N/A
Al Braithwaite	<i>AB</i> 2/8/18

ATTACHMENTS

Guardian Equipment, Inc letter dated January 25, 2018
 Volusia County, Florida Master Agreement No. 780 3836-5
 Volusia County, Florida Piggyback PB18-012



GUARDIAN EQUIPMENT, INC.

330 Hickman Drive, Sanford, FL 32771 PH:888-928-3700 / 407-936-2216 FX:407-936-2217

January 25, 2017

Mr. Sam Cruz / Ms. Kathryn Dougherty, Procurement Specialist
Oldsmar, City of
R/O Water Treatments Plant
350 Commerce Blvd.
Oldsmar, FL

RE: Chemical Metering Systems for:
Sodium Hypochlorite
Anti Scalant
Sodium Hydroxide
Fluoride

Sam & Katie,

We are pleased to offer the following information for your review and consideration.

SODIUM HYDROXIDE

ONE (1) Chemical Metering Skid with the following components per skid.

TKM Mechanical Diaphragm Metering Pumps with the following capacities

Triplex Skid using Model KM-102-P-60 Pumps to deliver 15.1 GPH at 150 PSI
for Sodium Hydroxide

- AC Drives with NEMA 4X enclosures (USE EXISTING)
- AC Motor TEFC, 230/460 Volt, 1750 RPM
- Calibration Column sized for pump capacities, one per skid,
- Pressure Relief Valves, one per pump,
- Pulsation Dampeners, one per pump,
- Diaphragm Protected Gauges, one per pump,
- Back Pressure Valves, one per pump,
- Lot of CPVC Piping and True Union Ball Valves
- Skid fabricated from ½ polypropylene with containment basin built in
- Junction box with the following I/O (USE EXISTING)
 - 4-20 mADC input
 - 4-20 mADC output
 - Start Command Input
 - Running Output
 - Fault Output

TOTAL PARTS/MATERIALS (before discount): \$13,283.66

TOTAL LABOR @ \$96.00/HR (per contracted rate): \$15,552.00

SODIUM HYPOCHLORITE**ONE (1) Chemical Metering Skid with the following components per skid.**

TKM Mechanical Diaphragm Metering Pumps with the following capacities

Duplex Skid using Model KM-102-P-46 Pumps to deliver 11.1 GPH at 150 PSI for Sodium Hydroxide

- AC Drives with NEMA 4X enclosures (USE EXISTING)
- AC Motor TEFC, 230/460 Volt, 1750 RPM
- Calibration Column sized for pump capacities, one per skid,
- Pressure Relief Valves, one per pump,
- Pulsation Dampeners, one per pump,
- Diaphragm Protected Gauges, one per pump,
- Back Pressure Valves, one per pump,
- Lot of PVC Piping and True Union Ball Valves
- Skid fabricated from ½ polypropylene with containment basin built in
- Junction box with the following I/O (USE EXISTING)
 - 4-20 mADC input
 - 4-20 mADC output
 - Start Command Input
 - Running Output
 - Fault Output

TOTAL PARTS/MATERIALS (before discount): \$9,186.21**TOTAL LABOR @ \$96.00/HR (per contracted rate): \$10,368.00****ANTI-SCALANT****ONE (1) Chemical Metering Skid with the following components per skid.**

TKM Mechanical Diaphragm Metering Pumps with the following capacities

Duplex Skid using Model KM-70-P-31 Pumps to deliver 1.5 GPH at 150 PSI for Sodium Hydroxide

- AC Drives with NEMA 4X enclosures (USE EXISTING)
- AC Motor TEFC, 230/460 Volt, 1750 RPM
- Calibration Column sized for pump capacities, one per skid,
- Pressure Relief Valves, one per pump,
- Pulsation Dampeners, one per pump,
- Diaphragm Protected Gauges, one per pump,
- Back Pressure Valves, one per pump,
- Lot of PVC Piping and True Union Ball Valves
- Skid fabricated from ½ polypropylene with containment basin built in
- Junction box with the following I/O (USE EXISTING)
 - 4-20 mADC input
 - 4-20 mADC output
 - Start Command Input
 - Running Output
 - Fault Output
- 100 Gallon Storage HDLPE, 30" Diameter, 36" Height, 8" Lid

TOTAL PARTS/MATERIALS (before discount): \$7,589.33**TOTAL LABOR @ \$96.00/HR (per contracted rate): \$10,368.00**

FLUORIDE**ONE (1) Chemical Metering Skid with the following components per skid.**

TKM Mechanical Diaphragm Metering Pumps with the following capacities

Duplex Skid using Model KM-70-P-31 Pumps to deliver 1.5 GPH at 150 PSI for Sodium Hydroxide

- AC Drives with NEMA 4X enclosures (USE EXISTING)
- AC Motor TEFC, 230/460 Volt, 1750 RPM
- Calibration Column sized for pump capacities, one per skid,
- Pressure Relief Valves, one per pump,
- Pulsation Dampeners, one per pump,
- Diaphragm Protected Gauges, one per pump,
- Back Pressure Valves, one per pump,
- Lot of PVC Piping and True Union Ball Valves
- Skid fabricated from ½ polypropylene with containment basin built in
- Junction box with the following I/O (USE EXISTING)
 - 4-20 mADC input
 - 4-20 mADC output
 - Start Command Input
 - Running Output
 - Fault Output
- 175 Gallon Storage HDLPE, 31" Diameter, 61" Height, 8" Lid

TOTAL PARTS/MATERIALS (before discount): \$7,953.33**TOTAL LABOR @ \$96.00/HR (per contracted rate): \$10,368.00****Total Parts/Materials before discount: \$38,012.53****Total less 10% Volusia County Contract discount: \$34,211.27****Total less additional discount: \$18,789.00****Total labor (486 hours @ \$96/hr): \$46,656.00****Exended Total: \$65,445.00**

Please note:

- Freight has been included in the above pricing.
- Shipment in 3-4 weeks after approvals.
- Installation, Start-up and training has been included.
- Option for TKM Hydraulic Diaphragm Pumps – 500.00 per pump.
- Per the pricing, terms, and conditions of Volusia County Contract ITB 15-B-108AK
- Any additional parts or labor will discussed and billed per the contract.

Please call 888-928-3700 if you have any questions.

Sincerely,
Kim Newman Guardian Equipment, Inc.



Vendor Authorization to Piggyback PB18-012

Originating Entity:	Volusia County Florida	
Originating Bid/RFP #:	ITB 15-B-108AK	
Bid/RFP Title:	Chemical Feed Systems Maintenance and Repair Parts	
Award Date:	8/6/2015	
Initial Contract Period:	8/6/2015 – 8/6/2018	
Available Extensions:	Two, 1-year renewals available	
Pricing:	See pricing proposal; 10% off list price of unspecified items	
Vendor Name:	Guardian Equipment, Inc.	
Vendor Address:	330 Hickman Dr. Sanford, FL 32771	
Vendor Contact:	Name: Kim Newman	Phone: (407) 936-2216
Vendor Contact Email:	kim@guardianequipment.net	
Ordering Info:	Contact vendor for estimate per contract pricing	

The vendor named above agrees to offer the City of Oldsmar the same pricing, terms and conditions contained within the above referenced Bid/RFP.

A City of Oldsmar purchase order shall be issued **PRIOR** to the vendor providing goods and/or beginning work.

It shall be the vendor's responsibility to inform the requestor whether or not the work being requested by the City of Oldsmar falls within the scope of work contained within the above referenced Bid/RFP.

MARK CLIBURN
Authorized Representative Name (Print)

Mark Cliburn
Authorized Representative Signature

PRESIDENT
Title

12-28-17
Date



Master Agreement

TERM: 2015-08-06 to 2018-08-06

NO. 780 3836 - 5

Page 1 of 1

Date Issued: 07/05/16

Vendor contact: Name: MARK CLIBURN Phone: 407-936-2216 E-mail: Ext.:	County contact: Name: DOROTHY FOSTER Phone: 386-822-6465 E-mail: dfoster@volusia.org Ext.:	Bill To: County of Volusia UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Vendor Name: GUARDIAN EQUIPMENT INC 330 HICKMAN DRIVE SANFORD, FL 32771-0520		Vendor No. 97041100030 Ship To: UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Solicitation Number: 2968,15-B-108AK Award Date: 2015-08-06 Award Authorization: DIRECTOR		Purchasing Analyst: VICTORIA BERTLING Phone: 386-626-6626 E-mail: vbertling@volusia.org Ext.: Payment Terms: Net 45 Days, FOB Dest, Freight allowed
Document Description: CHEMICAL FEED SYSTEMS MAINTENANCE AND REPAIR PARTS		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	72055	EA	Chemical feed system maintenance and repair parts per attached price sheet.	0.000000



Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Recommendation of Award			ALL BIDS ACCEPTED BY THE COUNTY OF VOLUNIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.		
ITB 15-B-106AK			Gardner Equipment, Inc. Mark O'Brien, President 860 Highway 200, Sanford, FL 32771 407-698-3218 Fax: 407-698-3217 mailto:markobrien@gardnerequip.com		
Chemical Feed Systems					
Qty	Part Number	Description	Unit Cost	Discount	Extended Cost
22	10X-014	Walchem - Bladder, PVC III	\$ 49.00	10%	\$ 970.20
22	42318	Walchem - PTFE Diaphragm for Plastic GR Sealring	\$ 37.00	10%	\$ 732.80
48	PV-00801	Walchem - Pressure Spring-1/4"-1/2" & T Series Valve, 10-100 PSI	\$ 15.00	10%	\$ 648.00
46	PV-00800	Walchem - Diaphragm-1/4"-1/2" & T Series Valve, PTFE/EPDM	\$ 27.00	10%	\$ 1,186.40
4	RC-10X-350	Reproduction 10 GPM PVC Damper, 160 PSI, 1/2" NPTF, PVC/PPVC, Chargeable	\$ 226.00	10%	\$ 813.80
6	E90085	Walchem - Diaphragm & Roller, E26	\$ 73.00	10%	\$ 394.20
1	PD800-S-16	Walchem Precision Digital Display	\$ 534.00	0%	\$ 534.00
2	E90023	Valve, Auto Air Vent, 3/8 VC	\$ 88.00	10%	\$ 158.40
1	CS-111-PVC	Hydro Instruments 1" Corporation Cook assembly with IPS Threads and NPT Inlet	\$ 220.00	10%	\$ 198.00
1	APG 125291-0030	AGM - Ultrasonic Level Sensor for Sodium Hypochlorite Bulk Storage Tank, Model IRU-2123, 30-foot cable	\$ 734.80	0%	\$ 734.80
4	201L-254F	Gauge Assembly, 3-1/2" 0-160 PSI	\$ 24.50	10%	\$ 88.20
4	1000-58	Gauge Assembly, Sentry III Plastic, Chargeable	\$ 91.00	10%	\$ 327.80
1	EHE31E1-VCT	Walchem Electronic Metering Pump to Deliver 5.5 GPH	\$ 1,170.00	10%	\$ 1,053.00
1	EHE30E1-VCT	Walchem Electronic Metering Pump to Deliver 8.5 GPH	\$ 1,235.00	10%	\$ 1,111.50
1	EHE38E1-VCT	Walchem Electronic Metering Pump to Deliver 5.5 GPH	\$ 1,235.00	10%	\$ 1,111.50
1	EHE66E1-VCT	Walchem Electronic Metering Pump to Deliver 20 GPH	\$ 1,380.00	10%	\$ 1,242.00
1	EHE20E1-VCT	Walchem Electronic Metering Pump to Deliver 5.5 GPH	\$ 1,170.00	10%	\$ 1,053.00
1	EWG20F1-VC	Walchem Electronic Metering Pump to Deliver 2.5 GPH	\$ 530.00	10%	\$ 567.00
1	EWG21Y1-VE	Walchem Electronic Metering Pump to Deliver 2.5 GPH	\$ 1,080.00	10%	\$ 954.00
20	X21PC-PK	Walchem - Parts Kit, EWC21, VC	\$ 42.00	10%	\$ 756.00
20	X21VE-PK	Walchem - Parts Kit, EWC21, VE	\$ 42.00	10%	\$ 756.00
6	Z20VC-PK	Walchem - Parts Kit, E2820, VC	\$ 42.00	10%	\$ 226.80
20	E36VC-PK	Walchem - Parts Kit, EHE36, VC	\$ 94.00	10%	\$ 1,692.00
6	E80VC-PK	Walchem - Parts Kit, EHE30, VC	\$ 81.00	10%	\$ 437.40
6	E31VC-PK	Walchem - Parts Kit, EHE31, VC	\$ 81.00	10%	\$ 437.40
2	E56VC-PK	Walchem - Parts Kit, EHE56, VC	\$ 134.00	10%	\$ 241.20
2	E39VC-PK	Walchem - Parts Kit, EHE36, VC	\$ 94.00	10%	\$ 169.20
2	E36VC-PK	Walchem - Parts Kit, EHE36, VC	\$ 94.00	10%	\$ 169.20
2	E66VC-PK	Walchem - Parts Kit, EHE36, VC	\$ 134.00	10%	\$ 241.20
2	X20VC-PK	Walchem - Parts Kit, EWC20, VC	\$ 42.00	10%	\$ 75.60
2	X21VE-PK	Walchem - Parts Kit, EWC21, VE	\$ 42.00	10%	\$ 75.60
1	EH2102	Walchem - Pump Head, EHE31, VC	\$ 77.00	10%	\$ 69.30
1	EH1883	Walchem - Pump Head, EHE36, VC	\$ 77.00	10%	\$ 69.30
1	EH0158	Walchem - Pump Head, EHE36, VC	\$ 77.00	10%	\$ 69.30
1	EH2114	Walchem - Pump Head, EHE56, VC	\$ 88.00	10%	\$ 88.20
1	EH0817	Walchem - Pump Head, EHE30, VC	\$ 66.00	10%	\$ 66.40
1	EH0864	Walchem - Pump Head, EWC20, VC	\$ 36.00	10%	\$ 32.40
1	EH1981	Walchem - Pump Head, EWC21, VE	\$ 48.00	10%	\$ 43.20
1	EHC-E11UPE	Walchem - Control Module, 115 VAC, EHE31E1	\$ 530.00	10%	\$ 477.00
1	EHC-E11UPE	Walchem - Control Module, 115 VAC, EHE36E1	\$ 530.00	10%	\$ 477.00
1	EHC-E11UPE	Walchem - Control Module, 115 VAC, EHE39E1	\$ 530.00	10%	\$ 477.00
1	EHC-E11UPE	Walchem - Control Module, 115 VAC, EHE66E1	\$ 530.00	10%	\$ 477.00
1	EHC-E11UPE	Walchem - Control Module, 115 VAC, EHE30E1	\$ 530.00	10%	\$ 477.00
1	EWCF1	Walchem - Control Module, 115 VAC, EWC20F1	\$ 334.00	10%	\$ 300.60
1	EWGY1	Walchem - Control Module, 115 VAC, EWC21Y1	\$ 556.00	10%	\$ 500.40
			Total		\$ 22,724.70
Description			Unit Cost		
Hourly rate for service during normal working hours (7:00 a.m. - 5:00 p.m.)			\$ 96.00		
Emergency service hourly rate after normal working hours			\$ 142.00		
Emergency service hourly rate for weekends and holidays			\$ 142.00		
Percentage off Low Calling prices for items not listed above			10%		
Bids opened and tabulated by Andrew S. Kothari, Procurement Analyst I Bids opening witnessed by Vied O'Sullivan, Procurement Analyst I Closing Date: June 17, 2015 at 3:00 P.M. Recommendation of Award to Gardner Equipment, Inc. Recommendation of Award posted on June 30, 2015					

ITEM 3.

Tentative agenda to be distributed at meeting.

MEMORANDUM

Administrative Services Department

Commitment to Excellence

TO: Al Braithwaite
City Manager

FROM: Cynthia Nenno
Director of Administrative Services

DATE: February 1, 2018

SUBJECT: February 2018 Service Awards



The following employees celebrated a notable anniversary in January and will be recognized at the Council Meeting on February 20, 2018:

- ◆ Susan Farrell, Senior Administrative Assistant – Public Works – Distribution & Collection – 20 years on January 20, 2018.

The following employees will celebrate a notable anniversary in February and will be recognized at the Council Meeting on February 20, 2018:

- ◆ Todd Cash, Wastewater Plant Chief Operator – Public Works – WRF – 20 years on February 17, 2018.
- ◆ Ben Pugh, Distribution & Collection Supervisor – Public Works – Distribution & Collection – 20 years on February 9, 2018.



City of Oldsmar

To provide leadership, innovation, environmental stewardship and excellent services in partnership with the community

100 State Street West ~ Oldsmar, FL 34677-3655 ~ (813) 749-1100 ~ Fax (813) 854-3121

February 1, 2018

Art & Jeanette Holloway
1430 East Lake Woodlands Parkway
Oldsmar, FL 34677

RE: City Council/City Manager Award

Dear Art & Jeanette,

You are cordially invited to attend the Oldsmar City Council meeting on Tuesday, **February 20, 2018 at 7:00 PM** in the Council Chamber at 101 State Street West when you will be formally recognized by Council Member Jerry Beverland for the Council/Manager Award on behalf of the Mayor, Council and City Manager for the month of February 2018. If you wish to obtain more information, please call the City Clerk's Office at (813) 749-1116, or e-mail Kathy Horvath at khovath@myoldsmar.com. If you are unable to attend, please call so the presentation can be rescheduled.

Congratulations!

Sincerely,

Kathy Horvath, CMC
Deputy City Clerk
City of Oldsmar, Florida

cc: City Council
City Manager
Council/Manager 2018 file

ITEM 6.



125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • (407) 425-9142 • Fax (407) 425-9378 • www.floridaleagueofcities.com

January 24, 2018

The Honorable Dan Saracki
Vice Mayor, Oldsmar
100 State Street
Oldsmar, FL 34677

Dear Vice Mayor Saracki:

Thank you for participating in the inaugural IEMO IV: Municipal Leadership program last month. I'm hopeful you found both the intensive exploration of personality type and the expansive conversations about the future of Florida's cities well worth your time. We welcome your feedback and suggestions.

For our part, I want to acknowledge how inspiring we found the discussions on Saturday. The collection of your discussion summaries have been sent to you via email. It will be shared with others at the League; there may be the seed of new approaches or new initiatives there! Enclosed you will find your certificate of completion for IEMO IV.

Please help us continue to provide you with knowledgeable and effective colleagues in municipal government. Spread the word about IEMO, AIEMO, IEMO III and IEMO IV. You know the value you have derived from these experiences and the benefit such training offers your city. Encourage your colleagues, in your own city, in your region, and across the state, to take advantage of these and other training opportunities offered by the League.

Finally, some of you were asking about being able to come to IEMO IV this year. Unlike the other IEMOs, IEMO IV is designed to be repeated, particularly the Saturday program. We want to ensure that the experience is available to others as well, and that the conversations can be as free-wheeling as they were. This does preclude two elected municipal officials who serve together on a board covered by Sunshine from attending IEMO IV. So if there is someone else from your municipality who is eligible and wishes to attend this year, I would ask that you encourage them to do so and look forward to joining us in 2019. If there isn't someone else eligible and interested, we'll be delighted to see you again this year!

Thank you for your continuing dedication to your city, to public service, and to the future of Florida.

Sincerely,

Lynn S. Tipton
Director, Florida League of Cities University

Enclosure

President **Gil Ziffer**, Commissioner, Tallahassee

First Vice President **Leo E. Longworth**, Vice Mayor, Bartow • Second Vice President **Isaac Salver**, Councilman, Bay Harbor Islands


Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

February 20, 2018

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**CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO**

TO: Al Braithwaite, City Manager 
FROM: Nan Bennett, Director of Public Works
DATE: February 8, 2018
SUBJECT: Award Contract for RFQ 2017-02 Oldsmar Trail Design Phase 6 (Douglas Road)

RECOMMENDED MOTION

Approve and provide authorization for execution of the Professional Services Agreement with Cardno, Inc for design of RFQ 2017-02 Oldsmar Trail Phase 6.

BACKGROUND

Oldsmar Trail Phase 6 extends generally along the north side of Douglas Road from Hayes to Racetrack Roads. Florida Department of Transportation (FDOT) has committed Local Agency Programs (LAP) funds for both design and construction of the project.

Nine firms submitted proposals in response to the City's request for qualifications (RFQ) for professional engineering services for the design of the project. The selection committee met to evaluate the qualifications of the submittals per the criteria outlined in the RFQ and provided rankings for recommendation of award to Council. The rankings were submitted to Council during the August 1, 2017 meeting. Council approved the ranking and authorized the City Manager (through staff) to negotiate a contract for RFQ 2017-02 Professional Engineering Services for Design of Douglas Trail Phase 6 to the highest-ranking respondent, Cardno, Inc.

The negotiated agreement between Cardno, Inc. and the City for the design services is included as an attachment. The City attorney has reviewed the agreement as to form. Furthermore, FDOT has approved the attached contract between Cardno, Inc. and the City of Oldsmar as required to maintain eligibility for LAP funding per City of Oldsmar Resolution 2016-09.

BUDGETARY IMPACT

Based on the FDOT approved agreement, this contract will cost \$271,531. Funds will be available in GL #302-172-572-60-63-14. The City expects to receive \$40,000 in grant revenue for design of this project.

STAFF APPROVAL

Name	Date Approved
Nan Bennett	2/08/2018
Cindy Nenno	2/13/18
Tom Trask	1/29/2018
Al Braithwaite	2/13/18

ATTACHMENTS:

Professional Services Agreement with Cardno, Inc. for Professional Services for Design of Oldsmar Trail Phase 6 415738-7-38-01

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2018 ("Execution Date"), by and between the City of Oldsmar, Florida ("City") and Cardno, Inc. ("Consultant").

NOW THEREFORE in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

SECTION 1.0 — DEFINITIONS

- 1.1 "Consultant" shall mean Cardno, Inc.
- 1.2 "Consultant Representative" shall mean any employee, agent, subcontractor, subconsultant, consultant, or other representative of the Consultant.
- 1.3 "City" shall mean City of Oldsmar, Florida.
- 1.4 "City's Project Manager" shall mean the individual designated in a Work Order (as defined herein) as the City's Project Manager.
- 1.5 "Day(s)" or "day(s)" shall mean calendar days, unless otherwise set forth in this Agreement.
- 1.6 "Deliverables" shall mean all data, reports, compliance documents, correspondence, designs, plans, the construction documents, and all other materials produced and developed by the Consultant pursuant to this Agreement.
- 1.7 "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.
- 1.8 "Funding Agency" shall mean any State or Federal Agency that provides funding to the City for any Project.
- 1.9 "Parties" shall mean the City and the Consultant.
- 1.10 "Project" shall mean the project identified in a Work Order.
- 1.11 "Scope of Services" means those services set forth in Section 4.0 of this Agreement and a Work Order that are required to be performed by the Consultant in accordance with the terms and conditions of this Agreement.
- 1.12 "Work Order" shall mean a written document that specifically describes the Project services to be provided by the Consultant, a schedule or timeline for completion of such services, the not to exceed amount of compensation for such services and any other terms and conditions required by the City for such services, and any amendments to such Work Order (to the extent such Work Order amendments are permitted pursuant to Section

18 of this Agreement).

- 1.13 "Work" shall mean all the work to construct a Project that is required to be performed by a contractor pursuant to a construction agreement between the City and contractor.

SECTION 2.0—TERM OF AGREEMENT

- 2.1 The initial term of this Agreement shall commence on the Execution Date and remain in effect for two years.
- 2.2 Notwithstanding Section 2.1 above, this Agreement shall remain in effect for the period necessary for Consultant to complete Project services pursuant to a Work Order issued prior to the expiration of the Term of this Agreement (all services pursuant to a Work Order shall be for the same Project as required by Section 18.2 of this Agreement).
- 2.3 References in this Agreement to "Term" shall include the initial term of this Agreement and all renewal terms.
- 2.4 Terms and conditions of this Agreement remain in effect and unchanged during the term unless there is a Contract Adjustment (as defined herein) in accordance with Section 18 of this Agreement.
- 2.5 Nothing in this section shall limit or affect the City's right to terminate this Agreement (and all services being performed pursuant to Work Orders issued) in accordance with the termination section set forth in this Agreement.

SECTION 3.0—REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

- 3.1 The Consultant is professionally qualified to provide the Scope of Services and is licensed to practice architecture or engineering in the State of Florida by all public entities having jurisdiction over the Consultant and the Project.
- 3.2 The Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as the Consultant and which are required to provide the Scope of Services during the Term of this Agreement.
- 3.3 The Consultant shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using reasonable skill and judgment in accordance with sound business, ethical and professional standards.
- 3.4 The Consultant represents that it has or will secure, at its own expense, all personnel required to perform the Scope of Services required by this Agreement.
- 3.5 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ITEM 7.

- 3.6 The Consultant acknowledges that the Consultant is responsible for the acts and omissions (including negligent, reckless or intentionally wrongful acts and omissions) of any Consultant Representative in the performance of the Scope of Services required by this Agreement.
- 3.7 The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant covenants with the City to cooperate to furnish professional efforts during the Term of this Agreement that are consistent with reasonable professional practices and the best interest of the City.
- 3.8 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all Deliverables furnished, produced and developed by the Consultant under this Agreement.
- 3.9 The Consultant shall maintain the RFQ required Florida Department of Transportation "Minimum Technical Qualification Standards by Type of Work" (F.A.C. 14-75.003) throughout the life of the contract. Specifically:
- Type 3.1 "Minor Highway Design";
Type 8.2 "Design, Right of Way Construction Surveying";
Type 9.1 "Soil Exploration";
Type 13.3 "Policy Planning"; and
Type 15 "Landscape Architect".
- 3.10 The Consultant acknowledges that the City reserves the right to enter into agreements with other firms or entities to assist the City with its review of the Deliverables, any Project component(s), and the Work.
- 3.11 The Consultant represents and warrants that it has the right to access and use all equipment, services, software, computer models, data, routines, technology, other intellectual property incident to providing the Scope of Services required by this Agreement (collectively, the "Intellectual Property"). The Consultant is responsible for any infringement or claim of infringement of any patent, trademark, copyright, trade secret, or other proprietary interest arising out of the Consultant's use of the Intellectual Property.

SECTION 4.0 — SCOPE OF SERVICES

- 4.1 The professional services to be performed by the Consultant are to be directed by the City per the Scope of Services set forth in Appendix "A" (Work Order Initiation Form).
- 4.2 The detailed services that the Consultant shall perform for the City shall be set forth in a Work Order, which shall, after execution by the Consultant and the City, be incorporated and made a part of this Agreement. A Work Order shall only be amended in strict accordance with this Agreement.

SECTION 5.0 — CITY'S RESPONSIBILITIES

- 5.1 The City shall provide all available information regarding the Project to the Consultant, and shall provide direction to the Consultant consistent with the terms and conditions of this Agreement.

- 5.2 The City shall evaluate the Consultant's performance upon completion of each Work Order.

SECTION 6.0—COMPENSATION INVOICE

- 6.1 Provided that the Consultant faithfully performs its obligations contained in a Work Order and subject to other terms and conditions of this Agreement, the City hereby agrees to pay the Consultant the not to exceed compensation amount set forth in a Work Order, which amount shall be calculated pursuant to the rate schedule set forth in Appendix "B". Such fees and costs set forth in Appendix B shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by this Agreement.
- 6.2 The Consultant shall invoice the City monthly and the City shall pay the Consultant within forty-five (45) days of receipt of such invoice (provided the Consultant is in compliance with the terms and conditions of this Agreement and a Work Order). The monthly invoice shall be in the form and contain the detail required by the City's Project Manager.
- 6.3 The not to exceed compensation amount set forth in a Work Order may be increased only in strict accordance with this Agreement. Nothing in this Agreement shall be construed as placing any obligation on the City to pay any fees and costs to the Consultant incurred beyond the not to exceed amount set forth in a Work Order or any amendment thereto without the Parties following the Contract Adjustments (as defined herein) procedure set forth in Section 18 of this Agreement.

SECTION 7.0 - NON-COMPENSATED SERVICES

- 7.1 The Consultant shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables furnished, produced and/or developed by the Consultant or any Consultant Representative.
- 7.2 The Consultant shall not be compensated for any services required to bring any Deliverable(s) in compliance with applicable Laws (e.g., Americans with Disabilities Act and Florida Building Code) in effect at the time such Deliverable(s) was provided to the City in accordance with this Agreement.

SECTION 8.0—INDEMNIFICATION

- 8.1 The Consultant shall indemnify and hold harmless the City, and its officers and employees, (collectively, the "Indemnified Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any Consultant Representative in the performance of this Agreement.
- 8.2 The provisions of this section are independent of, and will be limited by, any insurance required to be obtained by the Consultant pursuant to this Agreement or otherwise obtained by the Consultant.
- 8.3 To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold

harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Agreement.

- 8.4 This indemnification shall survive the termination of this Agreement. Nothing contained in paragraph 8.3 of this Agreement is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

SECTION 9.0 — INSURANCE

- 9.1 The Consultant shall, at its own cost and expense, acquire and maintain (and cause Consultant's Representatives to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A -VII or better. In addition, the City has the right to review the Consultant's deductible and to require that it be reduced or eliminated.
- 9.2 Specifically, the Consultant must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims - made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:
- 9.2.1 Commercial General Liability Insurance coverage, including but not limited to, premises operations, products /completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1, 000,000 (one million dollars) per occurrence and \$ 2, 000,000 (two million dollars) general aggregate
- 9.2.2 Commercial Automobile Liability Insurance coverage for any owned, non - owned, hired or borrowed automobile is required in the minimum amount of \$1, 000,000 (one million dollars) combined single limit.
- 9.2.3 Unless waived by the State of Florida, statutory Workers' Compensation Insurance coverage in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$ 100, 000 (one hundred thousand dollars) each employee by disease and \$ 500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- 9.2.4 If the Consultant is using its own property, or the property of the City or other provider, in connection with the performance of its obligations under this Agreement, then Consultant's Equipment Insurance or Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.

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9.2.5 Professional Liability Insurance coverage appropriate for the type of business engaged in by the Consultant with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

9.2.6 All the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance.

9.2.7 Florida Department of Transportation shall be added as a certificate holder for any and all required insurance.

SECTION 10.0—OWNERSHIP OF DELIVERABLES

10.1 The City shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the Consultant pursuant to the terms and conditions set forth in this Agreement. All Deliverables shall be submitted to the City prior to the City issuing final payment to the Consultant.

SECTION 11.0—SUBCONTRACTS

11.1 The Consultant may hire or use subcontractors or subconsultants in connection with the performance of the Consultant's obligations under this Agreement. Unless context clearly indicates otherwise, the terms "subcontractor" and "subconsultant" shall be interchangeable in this Agreement, and the terms "subcontract agreement" and "subconsulting agreement" shall likewise be interchangeable in this Agreement.

11.2 The Consultant shall give advance notification to the City's Project Manager of any proposed subcontract agreement or any change to any existing subcontract agreement. Such advance notice shall include the following:

11.2.1 A description of the supplies or services called for by the subcontract or change to an existing subcontract.

11.2.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected and the proposed subcontractor price.

11.3 The Consultant shall be responsible for negotiating the terms and conditions of each subcontract agreement. The Consultant is also solely responsible for ensuring that each subcontractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. The Consultant shall require each subcontractor to:

11.3.1 Obtain the same types and amount of insurance and comply with all insurance provisions that are required of the Consultant pursuant to this Agreement (unless

otherwise approved by the City in writing) and

11.3.2 Indemnify and hold harmless the Indemnified Parties to the same extent as the Consultant under this Agreement. The Consultant's retention of a subcontractor does not relieve the Consultant of any of its duties, obligations, or representations under this Agreement.

11.4 The Consultant shall not change a subcontract agreement without the prior written consent of the City's Project Manager. Any consent of the City's Project Manager does not relieve the Consultant from any obligations under this Agreement and does not constitute a waiver of any of the City's rights under this Agreement. The City's Project Manager may, at its discretion, ratify in writing any such subcontract which shall constitute the City's consent as required by this Section 11.4.

SECTION 12.0 — DISPUTES

12.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by a supplemental agreement, shall be decided by the City's Project Manager, who shall provide a written decision to the Consultant. The decision of the City's Project Manager shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such copy, the Consultant mails or otherwise furnishes to the City's Project Manager a written notice of dispute.

12.2 In the event a decision of the City's Project Manager is the subject of a dispute, such dispute may be settled by appropriate legal proceeding or, if the Parties mutually agree in writing, through arbitration or administrative process. Pending any binding arbitral or administrative decision, appeal, or judgment referred to in this Section or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.

12.3 Each party shall be responsible for its own costs and expenses, including legal fees, of any arbitration, administrative proceedings, appeal or suit prosecuted by either party.

SECTION 13.0 — SUSPENSION OF SERVICES

13.1 The City's Project Manager may, at any time, by written order to the Consultant, require the Consultant to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order shall be specifically identified as a suspension of services order ("Suspension of Services Order"). Upon receipt of a Suspension of Services Order, the Consultant shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This shall include the involvement of any and all sub contractual relationships.

13.2 If a Suspension of Services Order issued under this Section is canceled, the Consultant shall resume the Scope of Services within ten (10) calendar days after a Suspension of Services Order is canceled. If an adjustment to the Scope of Services or any other term and condition of this Agreement is required due to a suspension of services pursuant to this Section, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section 18 of this Agreement. Failure to agree to any Contract Adjustments shall be a dispute concerning a question of fact pursuant to Section 12 of this Agreement.

- 13.3 If a Suspension of Services Order is not canceled and this Agreement is terminated by the City for convenience, the City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement and the City shall have no other liability to the Consultant related to termination of this Agreement. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement.

SECTION 14.0 — TERMINATION

14.1 TERMINATION FOR CONVENIENCE

- 14.1.1 The performance of the Scope of Services under this Agreement may be terminated in whole or in part by the City whenever for any reason the City's Project Manager shall determine that such termination is in the best interest of the City. Termination shall be effective one day after delivery to the Consultant of a notice of termination by certified mail specifying the extent to which performance of Scope of Services under this Agreement is terminated.
- 14.1.2 Upon receipt of the notice of termination, the Consultant shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 14.1.3 The City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement by the City for convenience and the City shall have no other liability to the Consultant related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

14.2 TERMINATION FOR DEFAULT

- 14.2.1 The City may terminate this Agreement upon written notice to the Consultant in the event the Consultant defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Consultant with notice of default or an opportunity to cure, if the City determines that the Consultant has failed to comply with any of the terms and conditions of this Agreement related to insurance coverage.

14.2.2 In the event of termination of this Agreement pursuant to Section 14.2, the City shall not be obligated to make any further payment to the Consultant hereunder until such time as the City has determined all costs, expenses, losses and damages which the City may have incurred as a result of such default by the Consultant, whereupon the City shall be entitled to set off all costs (including the cost to cover if the City procures similar services from another architect/ engineer), expenses, losses and damages so incurred by the City against any amount due Consultant under this Agreement.

14.3 Nothing contained in this Section 14.0 shall be construed as limiting the City's rights and remedies in the event of termination of this Agreement.

SECTION 15.0—PROHIBITED INTEREST

15.1 No appointed or elected official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 16.0—FINDINGS CONFIDENTIAL

16.1 Subject to the requirement of Florida laws regarding public records and Section 22.0 of this Agreement, all Deliverables containing "trade secrets," as defined by Florida Statutes section 812.081(1)(c), which are produced or developed by the Consultant or any "trade secret" data available to the Consultant pursuant to this Agreement shall not be made available to any individual or organization, other than any Consultant's Representative by the Consultant without prior written consent from the City. If the City receives Deliverables containing "trade secrets," then the City shall retain such Deliverables pursuant to chapter 119, Florida Statutes. If trade secret information is provided and such Deliverables are marked "confidential," then the City shall exempt such documents from public access and make such documents confidential.

SECTION 17.0—GENERAL PROVISIONS

- 17.1 Should any section or portion of any section of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
- 17.2 Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
- 17.3 Prompt pay requirements, as specified in 49 CFR 26.29 apply to this Local Agency Programs (LAP) project. As such, prime consultants are required to pay sub-consultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime consultant.
- 17.4 This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02, Florida Statutes.

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- 17.5 The City is required to use FDOT's Disadvantage Business Enterprise (DBE) program on contracts with FHWA funds. The FDOT DBE aspirational goal is 10.65% and is race neutral, meaning that FDOT believes the aspirational goal may be obtained through ordinary procurement methods. Despite the absence of a contract specific DBE goal on this contract, the City encourages bidders to seek out and use DBEs and other small businesses.
- 17.6 The Consultant shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by City Council in its sole and absolute discretion.
- 17.7 The Drug-Free Workplace Program Certification was not used as a tie-breaker to determine the awarded Consultant for this Contract.
- 17.8 All records will be retained a minimum of 5 years from the date of final payment.
- 17.9 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
- 17.10 The Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including all Laws related to licensing and permitting, the Americans with Disabilities Act, the Florida Building Code, Equal Employment Opportunity Provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the Department of Commerce (15 CFR, Part 8) and Florida laws regarding public records. The Consultant shall also comply with the City's policies and procedures, executive orders and any technical standards provided to the Consultant by the City.
- 17.11 This Agreement has been prepared by the City and reviewed by the Consultant and its professional advisors. The City, Consultant and Consultant's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Consultant or against the City or the Consultant merely because of their efforts in preparing it.
- 17.12 The headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- 17.13 The Consultant shall keep accurate books, records and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. All such books, records and documentation shall be kept by the Consultant and shall be open to examination, audit and copying by the City during the Term of this Agreement and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, following termination or expiration of this Agreement. The Consultant shall bear the costs associated with the retention of books, records and

documentation.

- 17.14 All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
- 17.15 This Agreement may be amended only in writing executed by the Parties.
- 17.16 This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
- 17.17 Each appendix and Work Order to this Agreement, including attachments to an appendix or Work Order and materials referenced in an appendix or Work Order, is an essential part hereof and is incorporated herein by reference.
- 17.18 No term or condition of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.
- 17.19 In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.
- 17.20 The Consultant shall not take any action that will result in a lien being placed against the City or to any services or Deliverables being provided to the City. In the event the City is placed on notice of an intent to lien or placed on notice of a lien by the Consultant or any Consultant Representative, the Consultant will take immediate action at the Consultant's expense to respectively prevent or remove and discharge the lien.
- 17.21 Subject to the requirements of Florida public records Laws, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the prior written consent of the named party.
- 17.22 The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

- 17.23 All Deliverables shall be made available to the City upon request and shall be considered public records in accordance with Chapter 119, Florida Statutes, unless exempt therefrom.
- 17.24 Time is of the essence of this Agreement and each of its provisions.
- 17.25 In the event of an inconsistency or conflict the following order of precedence shall govern: (i) this Agreement, exclusive of the appendices and a Work Order and the attachments to and materials referenced in an appendix or Work Order, (ii) the appendices to this Agreement, exclusive of the attachments to and materials referenced in an appendix; (iii) a Work Order, exclusive of the attachments to and materials referenced in a Work Order; and (iv) the attachments to and materials referenced in the an appendix or Work Order.
- 17.26 For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
- 17.27 The Consultant shall maintain a drug free work place.
- 17.28 The Consultant shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.
- 17.29 The Consultant shall comply with Local Agency Program Federal-Aid terms for Professional Services Contracts set forth in Appendix "C".
- 17.30 If required by applicable Laws (e.g., Florida Executive Order 11-02), the Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the Term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Term of this Agreement.
- 17.31 The Consultant shall at all times remain eligible to perform the services subject to the requirements of the Florida Public Entity Crime Act (F.S. 287.133). The Consultant agrees that any contract awarded will be subject to termination by the City if the Consultant fails to comply or to maintain such compliance.

SECTION 18.0 — CONTRACT ADJUSTMENTS

- 18.1 Either party may propose additions, deletions or modifications to the Scope of Services, a Work Order or the other terms and conditions of this Agreement (e.g., Consultant's project manager or key personnel required pursuant to Section 21 of this Agreement), ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement or by an amendment to

the Work Order signed by authorized representatives of the Parties.

- 18.2 Each Project requires a separate Work Order. Each Work Order shall be approved by the Funding Agency (if required) prior to the City authorizing work under a Work Order. Notwithstanding Section 18.1 above, a Work Order cannot be amended to add an additional Project or to substitute the original Project with a different Project.
- 18.3 There shall be no modification of the not to exceed compensation amount set forth in a Work Order on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Consultant or any Consultant Representative to properly perform their obligations and functions under this Agreement.
- 18.4 Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the fees and costs set forth in RATE SCHEDULE Appendix "B" or the not to exceed amount set forth in a Work Order except through a written amendment to this Agreement or by an amendment to the Work Order signed by authorized representatives of the Parties.

SECTION 19.0 —NOTICE

- 19.1 Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of Oldsmar
Public Works Department
100 State Street West
Oldsmar, FL 34677
Attention: Daniel Simpson, P. E.
Phone: 813.749.1262
Email: DSimpson@MyOldsmar.com

CONSULTANT:

Cardno, Inc.
380 Park Place Blvd. Suite 300
Clearwater, FL 33759
Attention: Jason Y. Yam, P.E. Project Manager
Phone: (727)531-3505
Email: jason.yam@cardno.com

- 19.2 Either party may change its authorized representative or address for receipt of notices

by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in Section 19.1 above.

SECTION 20.0 - SCHEDULE

- 20.1 The Consultant shall perform the Scope of Services in accordance with the schedule set forth in a Work Order. Such schedule may be revised by the City's Project Manager after consultation with the Consultant.

SECTION 21.0 — PERSONNEL

- 21.1 The Consultant shall assign the key personnel identified in a Request for Qualifications to perform the Scope of Services in accordance with this Agreement. The Consultant shall not, without the City's prior written consent, transfer, reassign, redeploy or otherwise remove any key personnel; provided, however, that removal of any key personnel due to their incapacity or termination shall not constitute a violation of this Section. If any of the key personnel are incapacitated or are terminated, the Consultant shall, within ten (10) days, replace such person with another person approved by the City and that is at least as well qualified as the person who initially performed that person's role. The Consultant shall provide for a transition period of at least one (1) week (or such shorter period of time approved by the City) during which time any key personnel being replaced shall familiarize their replacement(s) with the work required to be performed by the replacement(s). The Consultant shall be solely responsible for all costs associated with replacement of key personnel. Without limiting the generality of the foregoing, if any change in key personnel causes a delay, the Consultant shall be solely responsible for any and all of its increased costs associated with such delay.
- 21.2 The City may require the Consultant to replace any persons performing the Scope of Services, including but not limited to any Consultant Representative, whom the City determines is not performing the Scope of Service to the City's satisfaction. Before a written request is issued, authorized representatives of the City and the Consultant will discuss the circumstance. Upon receipt of a written request from an authorized representative of the City, the Consultant shall be required to proceed with the replacement. The replacement request will include the required replacement date and the reason for the replacement. The Consultant shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This Section will not be deemed to give the City the right to require the Consultant to terminate a person's employment. Rather, this Section is intended to give the City only the right to require that the Consultant discontinue using persons in the performance of the Scope of Services under this Agreement.

SECTION 22.0 — PUBLIC RECORDS

- 22.1 The Consultant shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services pursuant to this Agreement; (ii) Upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws

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regarding public records or other applicable Laws; (iii) ensure that public records in the Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in the Consultant's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If the Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, the Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by the Consultant shall be provided to the City in a format approved by the City.

22.2 All Public Records associated with this project shall be retained a minimum of five (5) years by the Consultant.

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

Ann Nixon, Oldsmar City Clerk
100 State Street West
Oldsmar, FL 34677
813.749.1262
Email: anixon@myoldsmar.com

22.4 Nothing contained herein shall be construed to affect or limit the Consultant's obligations including but not limited to Consultant's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

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REMAINING PORTION INTENSIONALLY LEFT BLANK

IN WITNESS WHERE OF the Parties hereto have executed this Agreement on the day and date first above written.

Consultant Cardno, Inc.

Sign: [Signature]

Print: Steven P. Hawthorth PE

Title: Senior Principal
Vice President

WITNESSES

Sign: [Signature]

Print: THOMAS F BURKE

Sign: [Signature]

Print: CHRIS KNOX

CITY OF OLDSMAR, FLORIDA,
A municipal corporation

Doug Bevis, Mayor

Al Braithwaite, City Manager

Approved as to form:

Attest:

Thomas J. Trask, City Attorney

Ann Nixon, City Clerk

APPENDIX "A"
WORK ORDER INITIATION FORM



WORK ORDER INITIATION FORM for the CITY OF OLDSMAR

Date: January 29, 2018

1. PROJECT TITLE:

RFQ 2017-02 Professional Engineering Services for Design of Oldsmar Trail Phase VI.
FPN# 415738-7-58-01.

2. SCOPE OF SERVICES:

City of Oldsmar is currently pursuing the design and permitting of the Oldsmar Trail Phase VI. This Local Agency Program (LAP) project will include 1.2 miles of trail design, stormwater improvements and permitting efforts along Douglas Road from Hayes Road to Race Track Road in the City of Oldsmar. Douglas Road is an existing two-lane facility with open ditches on both sides of the roadway. The project will provide a paved trail on the north side of Douglas Road and convert the existing opened-ditch drainage system on the north side to a closed pipe system. Analysis of the existing drainage system and drainage patterns will be conducted to address necessary improvements. The project will also include the reconnection and possible realignment of the existing City owned utilities on the north side of the Douglas Road necessary as a result of the design and construction of this project.

The following tasks will be required for design and permitting service to complete the proposed Oldsmar Trail and drainage improvements detailed above.

I. SURVEY

The CONSULTANT will provide an approximate 6300 LF topographic survey along the Douglas Road corridor beginning at Hayes Road and ending at Race Track Road. The survey limits will be the north half of Race track Road and extend 10 feet north of the north right-of-way line. Topographical survey for the south half of Douglas Road will be provided from Hayes Road to Commerce Boulevard, from Burbank Road to Race Track Road and at the three drainage crossings. The survey will include all visible improvements and cross-sections approximately every 50 feet (every 100' and at every driveway) and high and low points. The storm and sanitary sewer structures will include rim elevation, invert elevations, pipe size and type. The connecting structure will be included. A sufficient number of property corners will be located to show right-of-way and property lines. A recoverable baseline will be set and benchmarks set every 500 feet. The survey will include a DTM. The survey measurements will be in feet and refer to the Florida State Plane Coordinate System, Transverse Mercator, West Zone, NAD 83/90 adjustment, and vertical datum in NAVD 88.

The survey will include location of geotechnical information and wetland locations if needed.

Appendix "A"

II. GEOTECHNICAL ENGINEERING

The CONSULTANT will provide a geotechnical study of the project limits. The purpose of our geotechnical study is to obtain information on the general subsurface conditions along the trail. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. The following services will be performed to achieve the above-outlined objectives:

- Request utility location services from Sunshine 811.
- Perform 14 shallow hand auger borings to a depth of 6 feet, or auger refusal, along the proposed trail alignment.
- One bulk sample for limerock bearing ratio (LBR) testing.
- Visually classify and stratify soil samples in the laboratory using the Unified Soil Classification System and conduct a laboratory testing program, including natural moisture content, grain size, Atterberg limits, and organic content, on representative samples, as appropriate.
- Corrosion series testing for environmental classification for drainage improvements.
- Report the results of the field exploration, laboratory testing, and engineering analysis in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

III. DESIGN ANALYSIS**A. Trail Analysis**

The CONSULTANT will provide analysis for the trail design by incorporating design requirements as set by CITY and FDOT requirements.

i. Typical Section

The typical section for the trail will be a 10-foot wide asphalt/concrete path on the north side of Douglas Road. The trail will be separated from the roadway by either a grassed area or FDOT Type F curb or gutter. No improvements are anticipated for the roadway pavement.

ii. Horizontal and Vertical Alignment

The horizontal alignment will be located between the north edge of pavement of Douglas Road and the northern right of way line. Improvements for the project will not extend outside of existing public right of ways or easements.

The vertical alignment will be designed to harmonize the trail elevations between the existing roadway and existing ground at the right of way with drainage considerations.

Design criteria for the horizontal and vertical alignment will be based on FDOT requirements for an 18 mph shared use path.

The design of the trail will take into considerations future widening of Douglas Road for a left turn lane where feasible.

iii. Cross Sections

Cross sections for the trail will be provided every 100 feet along the Douglas Road and at driveway locations.

Appendix "A"

iv. Maintenance of Traffic

The Consultant will prepare traffic control plans. The traffic control plans will provide Maintenance of Traffic Notes, Construction Phasing Notes and Typical Sections for each phase of construction. Maintenance of Traffic Notes and references to the appropriate indexes from the FDOT Standard Index 600 series for the main phases of construction will be provided.

v. Utility Coordination

The CONSULTANT will send out utility check letters to applicable utility providers within the project limits. The information and comments received from the utility companies will be depicted within the plans.

vi. Engineer's Cost Estimate

The CONSULTANT will develop an opinion of probable construction cost for the selected preferred alternative at each submittal.

vii. Specifications

The CONSULTANT will develop specifications based on the LAP specifications provided by FDOT.

B. Drainage Analysis

The CONSULTANT will analyze the existing drainage system and offsite areas received by the existing system. It is anticipated that the existing ditch on the north side of the roadway will be culverted due to the location of the trail. The storm sewer design will be based on the FDOT requirements.

i. Design of Storm Drains

A closed storm sewer system will be designed to collect the roadway runoff and drainage received from the adjacent properties that are currently discharging to the north ditch. Drainage structure sections will be provided.

ii. Design of Cross Drains

Three major cross drains exists along these project limits. The north end of these cross drains will be extended to accommodate the trail including headwalls.

iii. Design Documentation

Documentation of the drainage calculations including the Storm Drain Tabulation Form, cross drain analysis and Optional Culvert Materials Analysis.

C. Signing and Pavement Marking Analysis

The CONSULTANT will provide signing and pavement marking design for the trail. Signing and pavement marking design will take into consideration connections at side streets and driveways where pedestrian and bicyclist traffic will conflict with vehicular movements. Standard trail crossing signs and markings will be added on the trail approaches to the intersections and driveways and for motorists approaching the intersections. The crosswalks at Commerce Boulevard will be updated to meet the latest FDOT standards for high emphasis along with signs for the trail as applicable.

Appendix "A"

D. Signalization Analysis

The signalized intersection of Douglas Ave at Commerce Boulevard will be updated to include pedestrian crosswalks and signals on all four legs. Additionally, leading pedestrian interval timings and blankout signs will be considered to provide time for the pedestrians and bicyclists accessing the trail to enter the intersection without conflicting turning vehicles and to be visible to the motorists. The existing mast arm structure will need to be analyzed to determine the feasibility of the extra loading. The existing timings will be obtained by Pinellas County.

IV. PERMITTING AND ENVIRONMENTAL STUDY**A. Permit Pre-Application Meetings**

The CONSULTANT will attend a pre-application meeting with Southwest Florida Water Management District (DISTRICT) with jurisdiction authority over the project area to familiarize them with the scope and to identify any permitting issues of potential concern.

B. Site Assessment

The CONSULTANT will review the site to identify, described and assess the environmental resources present on the project site including wetlands and listed species. Any wetlands or "other surface waters" (OSWs) present on the site will be delineated. The limits (boundary) of any wetlands will be flagged. OSWs (ditches) will need to be surveyed at the top of bank by the project surveyor and shown on construction plans.

C. Environmental Narrative Report

This report will describe the project and all environmental resources present on the site including wetlands and listed wildlife species. The report will include a site plan and a series of supportive maps, the justification for any impacts to wetlands or OSWs that may be required, a functional assessment (Unified Mitigation Assessment Method) of any wetlands that may be present, and design of any mitigation or restoration that may be required.

D. ERP Permit Application

The CONSULTANT shall review the existing permit conditions and prepare and submit a completed Environmental Resource Permit (ERP) application for permit to the DISTRICT, if required upon completion of the 60% Design Phase.

E. DISTRICT site review

The CONSULTANT will coordinate and attend the site review with the SWFWMD environmental scientist to verify any wetland and OSWs boundaries.

F. Requests for Additional Information

If necessary, the CONSULTANT shall respond to requests for additional information by the DISTRICT. A separate coordination meeting shall be scheduled with the jurisdictional agency to discuss any comments, if required.

The CONSULTANT shall coordinate with the CITY prior to meeting with the permitting agencies to allow the CITY to send a representative to attend the meeting. The CITY will pay the required permit review fees for this project.

Appendix "A"

V. CONTAMINATION INVESTIGATION

The CONSULTANT will complete the following activities for the existing railroad crossing:

- Inspect the subject property and surrounding areas.
- Investigate current and past ownership (to the extent reasonably practical), regarding previous uses of the property and historical information pertinent to the subject property and surrounding areas.
- Investigate historical listings and aerial photographs to identify any past or present properties in the vicinity of the subject property for hazardous materials/hazardous waste usage or storage
- Review Soil Conservation Service surveys and available topographical maps of the property and its vicinity, and other pertinent data,
- Review current State and Federal listings of potential and confirmed contaminated sites to determine if environmental monitoring or enforcement activities are or have occurred on or near the subject property.
- Review regulatory files for the subject property to identify previous assessment, remedial, or enforcement activities for this site.
- Review data developed from field, agency and records reconnaissance for technical accuracy and corroboration. Assemble report containing conclusions and recommendations for the property.

Based on the above results Cardno, at the direction of the City will conduct limited soil assessment in the vicinity of the proposed trail crossing including collection of soil samples for laboratory chemical testing for petroleum, pesticides, herbicide and metals to evaluate for soil contaminants to be present onsite and provide a recommendation for additional assessment or remedial activities. The soil assessment is an optional service item (Time and Material) and will only be conducted as directed by the City based on the contamination ranking of the site.

VI. BID PHASE SERVICES**A. Pre-Bid Conference**

ENGINEER will attend the Pre-Construction Conference with the City and address any questions from potential bidders. Construction schedule and phasing as well as private utility coordination will be discussed at the meeting.

B. Response to Contractors Bid Questions

During the bid phase, the ENGINEER will review and respond the Contractor's bid questions. The responses will be in writing in addendum format and will be submitted to the CITY for transmittal to the Contractors.

C. Bid Reviews

ENGINEER will assist the CITY in review of the Contractor's bids and prepare a recommendation of award.

VII. UTILITY DESIGN

The CONSULTANT will provide professional engineering services which will include the design for adjustment and or replacement of existing utilities and appurtenances such as fire hydrant

Appendix "A"

assemblies, water main, water services, sewer service laterals, etc. to avoid or minimize conflicts, located in the above described project corridor.

The CONSULTANT will provide permitting, if required, and preparation of Contract Documents including Construction Drawings and Technical Specifications, material quantity take-off and an opinion of probable construction cost.

A. Design and Permitting of Utility Adjustments

The CONSULTANT shall review the proposed storm water system improvements and existing utilities and will prepare Contract Drawings showing the proposed utility adjustments or relocations if required.

The CONSULTANT shall prepare 60%, 100% and Final design plans. Cardno will provide typical cross sections and details for crossings of storm water mains, sanitary sewer mains and roadway crossings. Three sets of 11" x 17" plans will be submitted at each phase of design. An Opinion of Probable Construction Cost will be prepared and submitted at each design phase.

Upon receipt of the 100% review comments, The CONSULTANT will prepare final Bid Documents. The CONSULTANT will provide the City with one (1) original and three (3) signed and sealed set of (11"x17" plans) of Contract Documents, one copy of the Engineer's Opinion of Probable Construction Costs and Technical Specifications with Bid Quantities for the proposed project. All documents to be provided in PDF format.

Technical specifications will include a Measurement and Payment Section and a Supplementary Conditions Section, if necessary. Bid items and quantities will be prepared for inclusion into a bid form.

The CONSULTANT shall attend up to five utility/project coordination meetings.

If required prepare Florida Department Of Environmental Protection (FDEP) permit application form 62-555.900(7); Notice of Intent to use the General Permit for the Purpose of Water Main Extensions for PWSs and submit same to FDEP. Permit fees to be paid by the City. Sanitary Sewer permits are not anticipated from FDEP.

B. Special Considerations

Design and Permitting for casing replacement under the railroad spur east of Burbank Road is not anticipated.

VIII. SUBSURFACE UTILITY ENGINEERING (SUE)

The CONSULTANT will provide services for twenty four (24) test holes which includes four (4) days of vacuum excavation, two (2) days of survey and office effort. A CAD file and a signed and sealed surveyors report will be provided.

Appendix "A"

IX. CITY RESPONSIBILITIES

A. The CITY will provide the following for the CONSULTANT to use and rely on:

- Copies of all maps, plats, aerial photographs, available surveys, plans permits, and other available information and data pertinent to the project design which the CITY may have in its possession.
- Copies of any CITY specifications and standard details applicable to the project.
- Notify property owners or the authorized representatives of surveying and soils tests and other engineering tasks to be conducted on private property, as necessary.
- Notifications to the public, preparation, set up, and conducts public meetings. CONSULTANT shall attend in support of responding to technical questions.
- Copies of plans on file for adjacent development.
- Product information including design standards and specifications for concrete sidewalk decorative patterns, and intersection paver stones.
- Permitting fees.

3. PROJECT GOALS:

The CONSULTANT shall prepare the final design documents, to include final construction plans, quantity estimates, cost estimates, technical specifications adequate to meet the review requirements of regulatory agencies and construction of the project. Plans shall be prepared on 11x17 sheets and have appropriate scale for clarity and detailed presentation of design intent.

The following plan information shall be developed and included in the final design documents. All construction plans and specifications will be prepared per FDOT standards.

A. The construction plans will include the following sheets:

- Cover Sheet
- Survey Notes
- Legend and Abbreviations
- Drainage Map (3 sheets)
- Summary of Pay Items
- Typical Sections
- General Construction Notes
- Plans/Profiles 1'=40' (12 sheets)
- Drainage Structure (65 structures)
- Cross-Sections at 50-foot intervals (22 sheets)
- Drainage Detail
- Construction Details
- General Maintenance of Traffic Plan (2 sheets)
- Utility Adjustment Plans (12 sheets)
- Signing and Pavement Marking Plans
- Signalization Plans
- Water Main and Sanitary Sewer Adjustment Plans

Appendix "A"

B. Deliverables

The CONSULTANT will submitted plans at Phase II (60%), Phase IV (100%), Final documents for CITY and FDOT review.

Each submittal will contain the following:

- Three (3) sets of 11x17-inch plans.
- A list of proposed pay items and quantities.
- Opinion of probable construction cost.
- Design documentation
- One disc containing the electronic PDF files of the above items.

The final submittal will contain the following:

- Up to six (6) signed and sealed sets of final plans.
- One (1) set of signed and sealed specifications for the project
- One disc containing the electronic PDF and CADD files of the above items.

4. BUDGET:

The price includes all labor and expenses anticipated to be incurred by Cardno for the completion of these tasks in accordance with Professional Services Method "B" – Lump Sum – Percentage of Completion by Task, for a fee not to exceed Two Hundred Seventy-One Thousand Five Hundred Thirty-One Dollars (\$271,531).

TASK DESCRIPTION	DESIGN FEE ESTIMATE
1.0 Field Survey	\$39,457
2.0 Geotechnical Engineering (T&M)	\$3,984
3.0 Design Analysis	
Trail Analysis	\$37,899
Drainage Analysis	\$33,366
Signing and Pavement Marking Analysis	\$8,304
Signalization Analysis	\$7,680
4.0 Construction Plans	
Roadway Plans	\$48,585
Signing and Pavement Marking Plans	\$4,728
Signalizing Plans	\$3,504
5.0 Permit Phase	\$13,277
6.0 Contamination Investigation	\$4,025
Optional Services – Soil Assessment (T&M)	\$4,025
7.0 Bid Phase Services (T&M)	\$3,450
8.0 Utility Design and Permitting	\$47,247
9.0 Subsurface Utility Engineering (T&M)	\$12,000
TOTAL	\$271,531

Appendix "A"

5. SCHEDULE:

The project is to be completed **240 calendar days** from issuance of notice-to-proceed. The project deliverables are to be phased as follows:

Field Survey & Geotechnical Study	30 calendar days
60% Construction Plans and Permit Applications	90 calendar days
100% Construction Plans	180 calendar days
Final Construction Documents	240 calendar days

Above assumes up to four weeks for CITY and FDOT review time for each phase submittal.

6. STAFF ASSIGNMENT (Consultant):

Steve Howarth, PE	Principal-in-Charge (Cardno)
Jason Yam, PE	Project Manager / Trail Design (Cardno)
Bryan Zarlenga, PE	Deputy Project Manager / Trail Design (Cardno)
Jim Hunt, PE	Quality Control (Cardno)
Hamid Faraji, PE	Drainage Design & Permitting (Cardno)
Chris Knox, PE	Drainage Design & Permitting (Cardno)
Don McCullers, COA	Utility Design (Cardno)
Kelly Wehner, PE	Utility Design (Cardno)
Ray Mercer, Jr.	Utility Coordination (Cardno)
John Bailey, PWS	Ecological & Environmental Services (Cardno)
Mark Modjeski, PE	S&PM / Signalization (Cardno)
David Allen, PE	S&PM / Signalization (Cardno)
Susan Joel, PE, PTOE	S&PM / Signalization (Cardno)
Aaron Hopkins	Subsurface Utility Engineering (Cardno)
Jessica McRory, PE, LEED AP	Geotechnical Engineering (Arehna Eng.)
Amy Guisinger PE	Geotechnical Engineering (Arehna Eng.)
Kelly McClung, PLS	Surveying Services (Suncoast Land Surveying)

7. CORRESPONDENCE/REPORTING PROCEDURES:

ENGINEER's project correspondence shall be directed to:

Jason Yam, PE, Project Manager

All City project correspondence shall be directed to:

Daniel Simpson, PE, City Engineer with copies to others as may be appropriate.

Appendix "A"

8. INVOICING/FUNDING PROCEDURES:

For work performed, invoices shall be submitted monthly to the:

Daniel Simpson, PE
City Engineer
City of Oldsmar
100 State Street West
Oldsmar, FL 34677

Contingency services will be billed as incurred only after written authorization provided by the City to proceed with those services.

9. INVOICING PROCEDURES

At a minimum, in addition to the invoice amount(s) the following information shall be provided on all invoices submitted on the Work Order:

- A. Purchase Order Number and Contract Amount.
- B. The time period (begin and end date) covered by the invoice.
- C. A short narrative summary of activities completed in the time period
- D. Contract billing method – Lump Sum or Cost Times Multiplier
- E. If Lump Sum, the percent completion, amount due, previous amount earned and total earned to date for all tasks (direct costs, if any, shall be included in lump sum amount).
- F. If the Work Order is funded by multiple funding codes, an itemization of tasks and invoice amounts by funding code.

10. SPECIAL CONSIDERATIONS:

The consultant named above is required to comply with Section 119.0701, Florida Statutes (2013) where applicable.

APPENDIX "B"
RATE SCHEDULE

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:
County:
FPN:
FAP No.:

Oldsmar Trail PH IV - Hayes Rd to Race Track Rd
Pinellas
415738-7-58-01

Cardno

10/17/2017
Jason Yam

Staff Classification	Hours From "SH Summary - Firm"	Principal	Project Manager	Senior Engineer	Staff Engineer	Designer	Clerical	Project Scientist	Senior Consultant	GIS Analyst	Environ. Scientist	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$264.00	\$186.00	\$168.00	\$120.00	\$96.00	\$83.00	\$155.00	\$205.00	\$118.00	\$115.00			
1. Survey		See Survey Proposal											\$39,457	
2. Geotechnical Engineering		See Geotechnical Proposal											\$3,984	
3. Design Analysis														
Trail Analysis	279	6	31	70	106	56	11	0	0	0	0	280	\$37,899	\$135.35
Drainage Analysis	243	5	7	65	98	49	0	0	0	0	0	244	\$33,366	\$136.75
Signing & Pavement Marking Analysis	54	0	0	38	16	0	0	0	0	0	0	54	\$8,304	\$153.78
Signalization Analysis	50	0	0	35	15	0	0	0	0	0	0	50	\$7,680	\$153.60
4. Construction Plans														
Roadway Plans	417	8	25	42	104	221	17	0	0	0	0	417	\$46,585	\$116.51
Signing & Pavement Marking Plans	35	0	0	11	24	0	0	0	0	0	0	35	\$4,728	\$135.09
Signalization Plans	26	0	0	8	18	0	0	0	0	0	0	26	\$3,504	\$134.77
5. Environmental Permits, Compliance & Clearances	97	0	0	15	19	10	10	27	6	9	0	98	\$13,277	\$135.48
6. Contamination Investigation	70	0	0	0	0	0	0	0	0	0	35	35	\$4,025	\$115.00
Optional Service - Soil Assessment (T&M)	0	0	0	0	0	0	0	0	0	0	35	35	\$4,025	\$115.00
7. Bid Phase Services (T&M)	24	0	5	5	14	0	0	0	0	0	0	24	\$3,450	\$143.75
8. Utility Design		See Utility Design Proposal											\$47,247	
9. Subsurface Utility Engineering (SUE) (T&M)		See SUE Proposal											\$12,000	
Total Staff Hours	1,365	19	68	309	414	335	38	27	8	9	105	1,333		
Total Staff Cost		\$5,016.00	\$12,648.00	\$51,912.00	\$49,680.00	\$32,256.00	\$2,394.00	\$4,185.00	\$1,640.00	\$1,062.00	\$12,075.00		\$271,531.00	\$162.11

MEMORANDUM

City Manager's Office

TO: City Council

FROM: Al Braithwaite, City Manager 

DATE: February 13th, 2018

SUBJECT: Oldsmar Towns, LLC project

REQUEST: Request for Amendment to Purchase and Sale Agreement

As you are aware, City Council approved a Purchase and Sale Agreement with Oldsmar Towns, LLC, managed by developer/applicant Tony Tanico, on October 17th, 2017. The terms of that agreement allow the counter party to assign the agreement to a builder, which is common for this kind of project. The Development Agreement was the mechanism used to ensure that we knew what would be built, before committing the City's role in the entire process. The development agreement was executed by Council on November 7th, 2017.

Mr. Tanico has been forthright about his challenges in finding a builder, and he shared the name and architectural renderings of that builder with Council, solidifying our confidence in the development agreement. Due to a recent merger, and circumstances beyond his control, the selected builder was acquired by another firm, who decided to walk away from the project. As a result, Mr. Tanico finds himself up against the first of multiple deadlines in the Purchase and Sale Agreement that, most likely, would need to be extended in order for the sale to ultimately be completed.

The Council is being asked to authorize the City Manager to agree to a 90-day extension to the inspection period, moving the original date from February 28th to May 29th, 2018. Without it, the likelihood of moving forward with the project becomes slim, but it is the developers option as to whether to move forward without that right (see Purchase and Sale Agreement, sub-section 1.03, second paragraph).

Once Mr. Tanico finds another builder, there will be other requested adjustments, and the project will likely be delayed as a result. Mr. Tanico will be at the meeting to answer any questions Council may have.

The City Manager recommends approval for the Purchase and Sale Amendment. While circumstances have changed since the original agreement was signed, none were the result of anything Mr. Tanico could control, in my opinion. It is

City of OLDSMAR

MEMORANDUM

City Manager's Office

realistic to assume that other changes will likely be requested because of this unforeseen circumstance. When Mr. Tanico finds another builder, we will address them as they occur.

Please advise.

**FIRST AMENDMENT TO AGREEMENT
FOR SALE AND PURCHASE OF PROPERTY**

THIS FIRST AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF PROPERTY (the “**Amendment**”) is entered into by and between CITY OF OLDSMAR (the “**Seller**”) and OLDSMAR TOWNS, LLC, a Florida limited liability company (the “**Purchaser**”), and is dated effective as of February ____, 2018.

RECITALS:

A. Seller and Purchaser are parties to that certain Agreement for Sale and Purchase of Property, dated as of November 7, 2017 (the “**Contract**”) for the sale and purchase of certain Property, as more particular defined in the Contract.

B. Seller and Purchaser desire to amend the Contract as set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations not herein recited, but the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals and definitions.** The foregoing recitals are incorporated herein by reference as true and correct. Unless otherwise defined herein, any capitalized terms shall have the meaning and definition set forth in the Contract.

2. **Inspection Period.** Notwithstanding anything to the contrary in the Contract, Seller and Purchaser agree that the Purchaser’s Inspection Period is hereby extended to May 29, 2018.

3. **Ratification by City Council.** By execution of the City Manager below, this Amendment is considered a valid, binding and enforceable obligation of the Seller, including any required ratification or approval required by the City Council of the City of Oldsmar, provided, however, that the Seller’s obligation to close the Contract, as amended, remains subject to section 8.21 of the Contract.

4. **Miscellaneous.** Except as expressly modified herein, all other terms, covenants and provisions of the Contract shall remain in full force and effect. In the event of a conflict between the terms and provisions of the Contract and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. This Amendment may be executed in one or more counterparts, the signature pages of which may be combined to constitute one instrument. Electronic mail/PDF copies of this Amendment and the signatures thereon shall have the same force and effect as if the same were original documents.

[Remainder of page left intentionally blank]

[SIGNATURE PAGE – FIRST AMENDMENT]

IN WITNESS WHEREOF, the parties have executed this Amendment effective of the date and year first above written.

SELLER:

CITY OF OLDSMAR

By: _____
Al Braithwaite
City Manager – City of Oldsmar

Date of Execution: February ____, 2018

APPROVED AS TO FORM:
Office of the City Attorney

By: _____
City Attorney – City of Oldsmar
Print Name: _____

Date of Execution: February ____, 2018

PURCHASER:



OLDSMAR TOWNS, LLC, a Florida limited liability
company

By: _____
Print Name: Anthony Tanico
As: Manager

Date of Execution: February ____, 2018



**CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO**

TO: Al Braithwaite, City Manager 
FROM: Cindy Nenno, Director of Administrative Services 
DATE: February 15, 2018
SUBJECT: Request for Budget Revision for Fiscal Year 2017/2018

RECOMMENDED MOTION

Adopt Resolution 2018-04, revising the budget for fiscal year 2017/2018.

BACKGROUND

Attached please find Resolution 2018-04, revision of the budget for Fiscal Year 2017/2018. The General Fund, the Capital Improvement Fund, and the Water/Sewer Operating Fund require adjustment at this time.

In the General Fund, we are requesting additional appropriations for Fire Rescue, Parks, and the Fleet Maintenance divisions. In Fire Rescue, personnel adjustments in the amount of \$12,000 have been requested to recognize a paramedic certification and to provide additional compensation to an employee for training city staff. In addition, appropriations are requested to repair/upgrade the Fire Station's HVAC system, which has been an ongoing problem for several years. Temporary repairs to the system are now failing, making the replacement/upgrade project a priority. A full system upgrade has been recommended to ensure the system meets building needs. In the Parks division, funding for the purchase of a land parcel adjacent to the Municipal Services Complex is needed to replenish capital funding, in the amount of \$76,000. This purchase was approved by City Council on 11/7/2017. Finally, adjustments are requested in the Fleet Maintenance division for a part time intern position to provide assistance with various maintenance tasks (\$6,500) and for the purchase of a vehicle AC recovery unit (\$7,000), allowing staff to handle many AC repairs in-house. All of the requests will be funded utilizing the FY 17/18 General Fund contingency reserve.

In the Capital Improvement Fund, additional appropriations are requested to provide funding for the design of the Douglas Road Trail Project (Phase 6), in the amount of \$250,000. The design phase of the project was partially funded in the prior fiscal year, however, the design contract only recently received FDOT approval. This adjustment will be funded through Capital Improvement Fund reserves and a grant through the FDOT LAP program.

ITEM 9.

In the Water/Sewer Operating Fund, \$2.9 million is requested to fund the Downtown Water Line Improvement project. This was also funded in the FY 2016/2017 budget, however, needs to be rebudgeted in the current fiscal year as we get closer to the actual start of construction. This adjustment will be deducted from Water/Sewer Operating Fund reserves.

Also in the Water/Sewer Operating Fund, a personnel adjustment is requested for the Finance Division. An internal operational analysis has identified the need rebalance the responsibilities of the Finance Administrator position to allow greater focus and attention to be directed towards purchasing, contract administration and risk management. To accomplish this, the Accounting Supervisor position will be upgraded to a new position, Accounting Administrator, and will assume supervisory responsibility of the utility billing/customer service functions. The net budgetary effect of this reorganization is essentially zero, however it is presented in this memo due to the fact that it is a change from the FY 2017-2018 City Council adopted budget.

ATTACHMENTS

Resolution 2018-04

RESOLUTION 2018-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, REVISING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF ADMINISTRATIVE SERVICES TO REVISE THE EXISTING BUDGET.

WHEREAS, the City Council of the City of Oldsmar, Florida has approved a municipal budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018 and

WHEREAS, the City Council of the City of Oldsmar, Florida, is desirous of amending this budget by revising various revenues and expenditures;

NOW, THEREFORE be it resolved by the City Council of the City of Oldsmar, Florida, that the following revenues and expenditures be revised in the following manner based on review of the budget.

Section 1. The City Council of the City of Oldsmar, Florida has hereby revised the existing budget for Fiscal Year 2017/2018 in accordance with Schedule "A" as attached.

Section 2. This Resolution will take effect immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Oldsmar, Florida, in session duly and regularly assembled, this 20th day of February, 2018.

Doug Bevis, Mayor
City of Oldsmar, Florida

ATTEST:

Ann E. Nixon, MMC
City Clerk, City of Oldsmar, Florida

Thomas J. Trask, B.C.S.
City Attorney, City of Oldsmar, Florida

SCHEDULE "A"
2017/2018 BUDGET REVISION

GENERAL FUND

EXPENDITURES:	Budget Revision
FIRE RESCUE	
Personal Services	\$ 12,000
Capital	150,000
PARKS	
Capital	76,000
FLEET	
Personal Services	6,500
Capital	7,000
CONTINGENCY RESERVE	<u>(251,500)</u>
TOTAL EXPENDITURES	<u>\$ -</u>

CAPITAL IMPROVEMENT FUND

REVENUES:	Budget Revision
Appropriated Reserve	\$ 210,000
FDOT LAP Grant	<u>40,000</u>
TOTAL REVENUE	<u>\$ 250,000</u>
EXPENDITURES:	
Douglas Road Trail & Drainage Improvements	<u>\$ 250,000</u>
TOTAL EXPENDITURES	<u>\$ 250,000</u>

WATER/SEWER OPERATING FUND

REVENUES:	Budget Revision
Appropriated Reserve	<u>\$ 2,900,000</u>
TOTAL REVENUE	<u>\$ 2,900,000</u>
EXPENSES:	
DISTRIBUTION & COLLECTION	
Capital	<u>\$ 2,900,000</u>
TOTAL EXPENSES	<u>\$ 2,900,000</u>



**CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO**

TO: City Council

FROM: Al Braithwaite, City Manager 

DATE: February 13, 2018

SUBJECT: Council Workshop for Sign Code review

RECOMMENDED MOTION

Schedule City Council Work Session to review the Sign Code.

BACKGROUND

City Council would like to schedule a work session to review the Sign Code.

Possible dates include:

Tuesday, March 13, 2018 4:00 PM, coinciding with Town Center Code review

Tuesday, March 27, 2018 4:00 PM

Tuesday, April 10, 2018 4:00 PM

Tuesday, April 24, 2018 4:00 PM

BUDGETARY IMPACT

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF APPROVAL

Name	Date Approved
Al Braithwaite	2/12/18

ATTACHMENTS

None

ITEM 11.

No packet materials provided for this agenda item.