



City of South Pasadena

7047 SUNSET DRIVE SOUTH
SOUTH PASADENA, FLORIDA 33707
PH: (727) 347-4171 FAX: (727) 345-0518
WWW.MYSOUTHPASADENA.COM

A G E N D A

REGULAR COMMISSION MEETING
SOUTH PASADENA, FLORIDA

TUESDAY, AUGUST 27, 2024
COMMISSION CHAMBERS 7:00 P.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL
REPORTS
PEOPLE'S FORUM
AGENDA COMMENT

DISCUSSION ITEMS

PUBLIC HEARING

NONE

UNFINISHED BUSINESS

NONE

CONSENT AGENDA

Resolutions and Motions of a non-controversial nature may be placed on the Consent Agenda. One motion for approval is required to pass the entire Consent Agenda; however, any item(s) may be removed prior to motion for approval.

1. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTHS OF JUNE AND JULY 2024 ON FILE IN CITY CLERK'S OFFICE
AGENDA MEETING, JUNE 4, 2024; ADMINISTRATIVE WORKSHOP, JUNE 4, 2024; ADMINISTRATIVE WORKSHOP, JUNE 11, 2024; REGULAR COMMISSION MEETING, JUNE 11, 2024; ADMINISTRATIVE WORKSHOP, JUNE 18, 2024; AGENDA MEETING, JUNE 25, 2024; ADMINISTRATIVE WORKSHOP, JUNE 25, 2024; SPECIAL COMMISSION MEETING, JULY 1, 2024; REGULAR COMMISSION MEETING, JULY 1, 2024.

REGULAR COMMISSION MEETING
TUESDAY, AUGUST 27, 2024 - 7:00 P.M.

NEW BUSINESS

2. ORDINANCE NO. 2024-05 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING FISCAL YEAR 2024-2025 BUDGET; PROVIDING AN EFFECTIVE DATE - FIRST READING.
3. RESOLUTION NO. 2024-03 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.
4. MOTION - TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF SOUTH PASADENA AS A PARTICIPATING POLITICAL SUBDIVISION IN THE ALERTFLORIDA STATEWIDE ALERT AND MASS NOTIFICATION SYSTEM.
5. MOTION - TO APPROVE RENEWAL OF CONTRACT FOR LEGAL SERVICES WITH GRAYROBINSON, P.A. FOR SERVICES AS CITY ATTORNEY FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.
6. MOTION - TO APPROVE THE 2024 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT WITH PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY.
7. MOTION - TO APPROVE CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES FOR BAY VIEW PARK IMPROVEMENTS (LW739) WITH TIMM GROUP BUILDING & GENERAL CONTRACTORS.

ADJOURN

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.

1. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTHS OF JUNE AND JULY 2024 ON FILE IN CITY CLERK'S OFFICE
AGENDA MEETING, JUNE 4, 2024; ADMINISTRATIVE WORKSHOP, JUNE 4, 2024; ADMINISTRATIVE WORKSHOP, JUNE 11, 2024; REGULAR COMMISSION MEETING, JUNE 11, 2024; ADMINISTRATIVE WORKSHOP, JUNE 18, 2024; AGENDA MEETING, JUNE 25, 2024; ADMINISTRATIVE WORKSHOP, JUNE 25, 2024; SPECIAL COMMISSION MEETING, JULY 1, 2024; REGULAR COMMISSION MEETING, JULY 1, 2024.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

| | | | |
|-------------------|-------------|-----------------------|---|
| Ordinance: | NO. 2024-05 | Date Submitted: | 08/14/2024 |
| Resolution: | | Agenda Meeting Date: | 08/20/2024 |
| Motion: | | Regular Meeting Date: | 08/27/2024 |
| Information Only | | Submitted By: | COMMISSIONER THOMAS |
| No Action Needed: | | Written By: |  |
| Discussion: | | | |

Subject Title: (If Ordinance or Resolution, state number and title in full.)

ORDINANCE NO. 2024-05 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING FISCAL YEAR 2024-2025 BUDGET; PROVIDING AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2024-05 ON FIRST READING

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING FISCAL YEAR 2024-2025 BUDGET; PROVIDING AN EFFECTIVE DATE.

THE CITY OF SOUTH PASADENA DOES ORDAIN:

SECTION 1. The 2024-2025 Budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, establishing:

THE FOLLOWING ESTIMATED REVENUES, TRANSFERS, AND APPROPRIATIONS:

| | <u>GENERAL FUND</u> | <u>CAPITAL IMPROVEMENTS</u> | <u>ENTERPRISE FUNDS</u> |
|---|-------------------------|---------------------------------|-----------------------------|
| FUND BALANCE | \$ 0 | \$ 4,975 | \$ 0 |
| INTERFUND TRANSFERS-IN | | 706,675 | |
| ESTIMATED REVENUES: | | | |
| AD VALOREM TAX | 4,913,775 | | |
| FRANCHISE TAXES | 601,400 | | |
| UTILITY TAXES | 998,750 | | |
| SALES AND USER TAXES | 67,500 | 760,000 | |
| LICENSES & PERMITS | 656,600 | | |
| INTERGOVERNMENTAL | 2,002,100 | | |
| USER FEES | | | 2,189,230 |
| FINES AND FORFEITURES | 3,200 | | |
| GRANT REVENUE | | 738,375 | |
| SALE OF ASSETS | | 1,288,150 | |
| MISCELLANEOUS | <u>259,100</u> | <u>178,750</u> | <u>155,600</u> |
| TOTAL ESTIMATED REVENUES, TRANSFERS, & FUND BALANCE | \$9,502,425 | \$3,676,925 | \$2,344,830 |

THIS IS TO CERTIFY that I, the undersigned Clerk, did cause the noticing of the above Ordinance in accordance with Chapters 166.041 and 200.065 of the Florida Statutes.

Carley Lewis, City Clerk

PASSED ON FIRST READING _____, 2024.

PASSED ON SECOND READING _____, 2024.
(First Public Hearing)

PASSED ON THIRD AND FINAL READING _____, 2024.
(Second Public Hearing)

Carley Lewis, City Clerk

THIS ORDINANCE HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE CITY ATTORNEY.

City Attorney

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

| | | |
|-------------------------|-----------------------|---|
| Ordinance: | Date Submitted: | 08/14/2024 |
| Resolution: NO. 2024-03 | Agenda Meeting Date: | 08/20/2024 |
| Motion: | Regular Meeting Date: | 08/27/2024 |
| Information Only | Submitted By: | VICE MAYOR NEIDINGER |
| No Action Needed: | Written By: |  |
| Discussion: | | |

Subject Title: (If Ordinance or Resolution, state number and title in full.)

RESOLUTION NO. 2024-03 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH PASADENA, FLORIDA, APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.

Motion Proposed:

TO PASS RESOLUTION NO. 2024-03

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.

WHEREAS, the Sheriff of Pinellas County has historically provided satisfactory police service to the City of South Pasadena; and

WHEREAS, the proposed contract provides that the City will, by appropriate Resolution, appoint the Sheriff as the Police Department of the City for the term of the contract.

NOW, THEREFORE, BY RESOLUTION HEREOF, the City Commission of the City of South Pasadena hereby declares that the Sheriff of Pinellas County is appointed as the Police Department of the City and shall perform the duties and functions and shall have the power and authority thereof for the fiscal year beginning October 1, 2024 and ending September 30, 2025. The Mayor is hereby directed to execute the contract which is attached hereto marked Exhibit "A".

PASSED AND ADOPTED THIS _____ DAY OF _____ 2024.

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk

THIS RESOLUTION HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE CITY ATTORNEY.

City Attorney

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF SOUTH PASADENA, FLORIDA (hereinafter "CITY") and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF").

WITNESSETH:

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and do and perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the City Commission of the CITY has determined that the most efficient way to fulfill its responsibility of providing law enforcement protection for the year beginning October 1, 2024, and ending September 30, 2025, is by contracting with the Pinellas County Sheriff; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities herein before mentioned;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. By appropriate Resolution, the City Council of the CITY shall declare that the SHERIFF shall perform the duties and functions and shall have the power and authority of a Police Department of the CITY during the contract period.

2. The SHERIFF shall, to the extent feasible, coordinate law enforcement functions with the CITY's Department of Public Safety. A representative from the Pinellas County Sheriff's Office will attend regular City Council meetings.

3. The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement services in and for the CITY by providing two (2) deputies with patrol automobiles for twenty-four (24) consecutive hours each day to serve as law enforcement officers of the CITY. Said deputies shall be provided to the CITY on the basis of two (2) deputies per shift twenty-four (24) hours per day, seven (7) days per week.

The deputies assigned to the CITY are authorized to patrol and respond to calls for service in the unincorporated area adjacent to the CITY. In exchange, the CITY will receive a credit as set out in the attached work sheet to the yearly cost of service.

The SHERIFF shall make all services of the Sheriff's Office available to the CITY which includes, but is not limited to, routine marine patrol of City waters, K-9, helicopter patrol and crime watch assistance. Through directed patrol efforts, the SHERIFF will conduct periodic speed monitoring of South Pasadena's vehicle traffic as needed. Any specific problems with marine infractions that are reported to the Pinellas County Sheriff's Office will be handled as a law enforcement complaint.

4. In addition to the services described above in Paragraph 3, the SHERIFF will also provide (1) part-time Community Policing Deputy/Code Enforcement, who shall be provided on an as-needed basis. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the CITY. The community policing deputy will investigate and take enforcement actions for violations of the CITY'S Code of Ordinances, will track and prepare statistical reports for the CITY concerning the numbers and

types of violations issued on a monthly basis, and interact with both citizens and businesses to address and resolve code violation related issues. The community policing deputy will in conjunction with the CITY'S attorney, prepare and present code violations cases before the CITY'S Magistrate as necessary, and in conjunction with the CITY'S administrative/clerical staff, prepare citations, send notices of violations and appeal hearings and perform other related administrative tasks. The CITY agrees it will provide at its expense the necessary code enforcement training, the assistance of the CITY'S administrative and clerical staff for performing research, preparing and sending out notices and correspondence, and other like administrative and clerical tasks, and the appropriate office space and equipment needed for the performance of the community policing deputy's administrative duties.

5. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY, and ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances.

6. It is understood and agreed that all fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

7. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting this information shall be furnished to the CITY each month.

8. The SHERIFF shall provide each deputy who provides services under this Agreement with a patrol automobile and all other necessary or appropriate equipment. Deputies providing services under this Agreement shall operate out of the Sheriff's Administration Building or North District Station. The cost of operating and maintaining these facilities and the cost of purchasing, maintaining and repairing equipment used under this Agreement shall be borne by the SHERIFF.

9. The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all his law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits and claims and pay judgments or settlements in accordance with law. The SHERIFF is in compliance with Florida Statute §448.095 which references the use of E-Verify.

10. The parties to this Agreement are represented by the following attorneys:

- a. SHERIFF OF PINELLAS COUNTY:
Office of General Counsel
P. O. Drawer 2500
Largo, FL 33779-2500
- b. CITY OF SOUTH PASADENA:
City Attorney, City Hall
7047 Sunset Drive South
South Pasadena, FL 33707-2895

11. This Agreement shall take effect on October 1, 2024, and continue in effect thereafter through September 30, 2025, unless hereafter extended upon such terms and conditions as the parties hereto may later agree, or terminated by any party upon ninety (90) days' notice in writing to the other parties.

The parties agree that where the Agreement is not terminated as provided for herein,

the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2025, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2025, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

12. With the exception of the service provided by the Community Policing Deputy/Code Enforcement, the CITY shall pay to the SHERIFF as payment in full for all of the services herein agreed to be performed by the SHERIFF, the sum of ONE MILLION SIXTY-SEVEN THOUSAND FIVE HUNDRED TWENTY DOLLARS AND NO CENTS (\$1,067,520.00). Payment shall be made in twelve monthly installments of EIGHTY-EIGHT THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS (\$88,960.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2024. (See Attachment 1.) The SHERIFF shall invoice the CITY monthly for the services of the Community Policing Deputy/Code Enforcement based upon the actual number of hours worked at a rate of FIFTY-NINE DOLLARS AND NO CENTS (\$59.00) per hour, which shall be due upon receipt. The annual sum referenced above and the monthly amount for code enforcement services represent one hundred percent (100%) of the total cost of the contract with the CITY OF SOUTH PASADENA. (See Attachment 1.)

13. In no event shall this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages claimed against

either of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

14. This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by the parties hereto and executed with the same formality of this Agreement.

Remainder of the page intentionally left blank.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day _____ 2024.

ATTEST:

CITY OF SOUTH PASADENA

CITY CLERK

MAYOR

APPROVED AS TO FORM:

(CITY SEAL)

CITY ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

BOB GUALTIERI, SHERIFF

Attachment 1

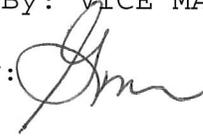
**City of South Pasadena
Cost of Law Enforcement Services
Worksheet - FY 25**

| | | | | | |
|----|--|---------------|------|------------------------------------|------------------------|
| A. | Cost per Deputy | | \$ | 122,730.00 | |
| B. | Deputies by Post | | | | |
| | Number | Relief Factor | | Deputy | |
| | 8 | x 1.2 | x \$ | 122,730.00 | \$ 1,178,208.00 |
| C. | Vehicle Cost | | | | |
| | Number | # Miles | | \$ per Mile | Days per Year |
| | 8 | x 27 | x | 1.2211 | x 365 |
| | | | | | \$ 96,272.00 |
| D. | Supervision | | | | |
| | Number | Crime Factor | | Sergeant | |
| | 1 | x 2.164% | x \$ | 160,410.00 | \$ 3,472.00 |
| E. | Equipment | | | | |
| | Number | Positions | | Equip Cost-CD | |
| | 8 | / 1,387 | x \$ | 617,612.00 | \$ 3,562.00 |
| F. | Allocated Indirect Cost (AIC) | | | | |
| | Number | Positions | | AIC-CD | |
| | 8 | / 1,387 | x \$ | 9,169,477.00 | <u>\$ 52,888.00</u> |
| G. | Supervision, Equipment and AIC total | | | | <u>\$ 59,922.00</u> |
| H. | TOTAL | | | Yearly | \$ 1,334,402.00 |
| | | | | Less Credit for County Area Patrol | <u>\$ (266,880.00)</u> |
| | | | | Yearly | \$ 1,067,522.00 |
| | | | | Rounding | <u>\$ (2.00)</u> |
| | | | | Contract Amount | <u>\$ 1,067,520.00</u> |
| | | | | 12 monthly payments | <u>\$ 88,960.00</u> |
| | <i>Increase from prior year-amount</i> | | | \$ 1,067,520.00 / \$ 997,572.00 | \$ 69,948.00 |
| | <i>Increase from prior year-percentage</i> | | | | 7.01% |

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

| | | |
|---------------------|-----------------------|---|
| Ordinance: | Date Submitted: | 08/14/2024 |
| Resolution: | Agenda Meeting Date: | 08/20/2024 |
| Motion: X | Regular Meeting Date: | 08/27/2024 |
| Information Only | Submitted By: | VICE MAYOR NEIDINGER |
| No Action Needed: | Written By: |  |
| Discussion: | | |

Subject Title: (If Ordinance or Resolution, state number and title in full.)

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF SOUTH PASADENA

Motion Proposed:

TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF SOUTH PASADENA AS A PARTICIPATING POLITICAL SUBDIVISION IN THE ALERTFLORIDA STATEWIDE ALERT AND MASS NOTIFICATION SYSTEM.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND
THE [INSERT POLITICAL SUBDIVISION NAME HERE]

This Memorandum of Agreement (the “Agreement”) is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as the “Division”) and the [INSERT POLITICAL SUBDIVISION/OFFICE NAME HERE] (hereinafter referred to as the “Subdivision”), (hereinafter collectively referred to as the “Parties”).

WHEREAS, Section 252.35(2)(a)6 of the Florida Statutes, requires the Division to establish a system of communications and warning to ensure that the state’s population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and,

WHEREAS, the Division has executed contract DEM-D0003/RFQ-DEM-18-19-021 (“Contract”) with Everbridge, Inc. (hereinafter referred to as the “Contractor”) for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, (hereinafter referred to as the “notification system”); and,

WHEREAS, the Division is funding and providing the notification system at no local cost to eligible subdivisions for the term of July 1, 2019 through June 30, 2024 and subsequent Contract renewals (if any), contingent upon an annual appropriation by the Florida Legislature; and,

WHEREAS, Section 252.38 of the Florida Statutes establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the State; and,

WHEREAS, the Subdivision desires to utilize the notification system provided by the Division to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under Section 252.38, F.S.

NOW, THEREFORE, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract DEM-D0003, and shall automatically renew as long as the Division continues to provide this contractual service to eligible entities defined in this and subsequent contracts.

2. DUTIES AND RESPONSIBILITIES

A. Division of Emergency Management

The Division:

- I. Has assigned a contract manager for the notification system pursuant to Section 287.057(14), F.S. who will enforce the performance of the contract terms and conditions and serve as a liaison with the Contractor.
- II. Reserves the right to access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under Section 119.071(5)(j), F.S.
- IV. Reserves the right to launch a statewide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
 - a. Tornado Warnings
 - b. Flash Flood Warnings
 - c. Hurricane Warnings
 - d. Statewide Notifications
 - e. Countywide Notifications
- VI. Will, upon termination of the Contract, distribute the system's recipient contact data to the Subdivision as specified in Minimum Support Requirement number eight of the Contract's Scope of Work.

B. [SUBDIVISION NAME]

The Subdivision:

- I. Acknowledges the terms and conditions of the Division's Contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically, the Contractor's End User License Agreement, incorporated in the Contract as Exhibit "C" and the Contractor's Acceptable Use Policy, available via <https://www.everbridge.com/about/legal/acceptable-use-policy/>
- II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% of the banner image of the Subdivision's public-facing opt-in portal(s) for continuity with statewide branding.
- III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the Division as the following categories of notifications:

- a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
 - b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Subdivision's steady-state operational posture;
 - c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the Subdivision impacted by a disaster.
 - d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction.
 - e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
 - f. Automated weather warnings, provided by the National Weather Service.
 - g. Notification and recall of Subdivision employees, contractors, and other response partners, that support the activation of the Subdivision's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.
- IV. Acknowledges that while the Contract provides access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, the Division will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.
- V. Agrees to make a reasonable effort to supply the Division with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.
- VI. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the

Subdivision, to include, at minimum, the following topics:

- a. Defining the local organization administrator(s);
- b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
- c. Establishing a message drafting and approval process;
- d. Discussing the difference between “opt-in” and “opt-out” contact data, limiting the use of “opt-out” data to imminent or actual life-threatening emergencies, and considering the time of day when initiating notifications that use “opt-out” data; and,
- e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County’s organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within sixty (60) days of the effective date of this Agreement and is subject to review by the Division at any time during the Agreement.

- VII. Acknowledges that the Contractor provides additional notification system capabilities and services which are not covered under the Division’s Contract for the notification system (hereinafter referred to as “non-covered services”). If the Subdivision desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the Subdivision will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The Subdivision will notify the Division of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the Contractor’s provision of support and maintenance on covered features.

3. POINTS OF CONTACT

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

| <u>For the Division:</u> | <u>For the Subdivision:</u> |
|---|------------------------------------|
| Woody Harvey | NAME |
| AlertFlorida Contract Manager | TITLE |
| 2555 Shumard Oak Boulevard | ADDRESS |
| Tallahassee, Florida 32399 | CITY, STATE ZIP |
| Telephone: 850-591-7939 | Telephone: (XXX) XXX-XXXX |
| Email: Woodham.Harvey@em.myflorida.com | Email: Name@email.com |

4. TERMINATION OF AGREEMENT

The Parties may terminate this Agreement at any time upon thirty (30) days' written notice to the contact person(s) specified herein.

5. LIABILITY

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

- A. Attachment 1 – Definitions
- B. Attachment 2 – Contract DEM-D0003 between the Division and the Contractor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

**[POLITICAL SUBDIVISION
& OFFICE NAME]**

By: _____

Date

By: _____
[Name, Title]

Date

[Add additional lines for approvals, attestations, filings, or seals as needed]

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Mass Notification Solution which is an integrated component of Everbridge’s Unified Critical Communication Suite (“Everbridge Platform”). Accounts are segmented into Organizations and are typically segmented further into numerous groups.

Contact – Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the Subdivision’s keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization – In the Everbridge Platform, an organization (“Org”) contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User – Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge Platform.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

| | | |
|---------------------|-----------------------|---|
| Ordinance: | Date Submitted: | 08/14/2024 |
| Resolution: | Agenda Meeting Date: | 08/20/2024 |
| Motion: X | Regular Meeting Date: | 08/27/2024 |
| Information Only | Submitted By: | MAYOR PENNY |
| No Action Needed: | Written By: |  |
| Discussion: | | |

Subject Title: (If Ordinance or Resolution, state number and title in full.)

LEGAL SERVICES WITH GRAYROBINSON, P.A.

Motion Proposed:

TO APPROVE RENEWAL OF CONTRACT FOR LEGAL SERVICES WITH GRAYROBINSON, P.A. FOR SERVICES AS CITY ATTORNEY FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

**EXTENSION TO
AGREEMENT FOR LEGAL SERVICES**

This Extension to Agreement for Legal Services shall extend and amend that certain Agreement for Legal Services ("Contract") by and between the City of South Pasadena, Florida (the "City") and GrayRobinson, PA (the "Firm") dated October 1, 2014 which is attached hereto as Exhibit A.

By prior actions of the City Commission and the Firm, the City and the Firm have extended the expiration date of the Contract to September 30, 2024.

The City and the Firm now desire and agree to extend the term of the Contract for one (1) year to expire on September 30, 2025 with all terms and conditions of the Contract remaining the same, with the following exceptions:

The City of South Pasadena/General matter will now be billed a flat fee of \$5,000.00 per month. For all other matters, the hourly fee for all attorneys will be \$225.00.

All other provisions of the Agreement and previous Extensions shall remain in effect.

"CITY"

"FIRM"

City of South Pasadena, Florida

GrayRobinson, PA

Arthur Penny, Mayor

By: _____
Julia Mandell, Esq, Shareholder/Director

Dated: _____

Dated: _____

Agreement for Legal Services

This Agreement is entered into on the 1st day of October 2014, between the City of South Pasadena, Florida hereinafter referred to as "City" and the law firm of Gray Robinson Attorneys at Law, herein after referred to as the "Firm."

TERM

The services called for in this agreement shall commence on October 1, 2014 and shall terminate on September 30, 2015. The City reserves the right to terminate without cause upon 60 days written notice. The City Attorney serves at the pleasure of the City Commission and can be terminated for cause without notice upon a majority vote of the City Commission. In the event Attorney David Ottinger leaves the Firm the City shall have the option of terminating the agreement without notice.

SERVICES

The Firm agrees to devote a sufficient amount of time to represent the City adequately and agrees that the services rendered under this agreement are personal to the Firm and may not be assigned, either directly or indirectly, to any other person or law firm. While this agreement is with the Firm of Gray Robinson, the City Attorney of record shall be David Ottinger. David Smith shall be Assistant City Attorney. Attorney Ottinger shall be available to respond to a request for legal services promptly and shall advise the City of who can be contacted in the event he is not available. All attorneys representing the City shall remain members in good standing of the Florida Bar.

During the term of this agreement the Firm shall be the sole source provider of general legal services to the City and may be requested to represent the City in litigation including administrative, judicial or other proceedings.

The Firm shall perform the following legal services under a retainer agreement. These services shall not be billed at an hourly rate but performed for a flat rate of \$3,500 per month.

Services included in retainer:

1. Prepare for and attend all meetings of the City Commission including workshops, agenda meetings, regular, special and emergency meetings and answer questions and give legal

advice as needed. Prepare for and attend meetings of the Planning and Zoning Board and provide legal advice as needed.

2. Prepare ordinances, resolutions, contracts, interlocal agreements, leases, deeds, easements and franchise agreements together with and any other legal documents needed by the City. Research needed in order to prepare these documents shall be included in the retainer.
3. Verbally answer routine legal questions of Department Heads and City Commission members that do not require extensive legal research.
4. Keep the City Commission and Department Heads aware of legal requirements for compliance with new laws and regulations.
5. If requested report to the EOC in the event of an emergency.

The Firm shall perform the following additional legal services at the hourly rate of **\$195.00** per hour:

1. Attend and provide legal guidance at committee meetings for Charter Review, Community Redevelopment Agency or any other committee or board convened by the City Commission when requested by the City Commission.
2. Conduct union negotiations and executive sessions, represent the City in prosecution of City Code Violations in county court and before boards and magistrates.
3. Represent the City in union grievance proceedings, unemployment hearings and workman's compensation cases or Chapter 163 hearings with other local governments.
4. Prepare written legal opinion when requested by a department Head or member of the City Commission.
5. Any and all litigation in State or Federal Court at trial and appellate level, including preparation of pleadings, discovery, appearances in court and in mediation or arbitration, preparation of briefs or any other activity associated with the prosecution or defense of a case.
6. Any other legal duties assigned by the City Commission.

Billing

The Firm agrees to keep and maintain accurate time records showing the time expended by each attorney on a detailed billing statement giving a brief description of what was being done and who requested the work. Bills should reflect but not charge for time spent on retainer items to allow the parties to evaluate the fairness of the agreement at the conclusion of the term. No time or mileage shall be billed for travel to and from the City. The minimum billing increment shall be 1/10 of an hour. The Firm shall submit an invoice at the end of each month showing the retainer amount and the hourly billing. Bills shall also include costs such as filing fees, court reporter's fees, process service charges and any other direct cost of representation without markup. No fees shall be charged for copies, office supplies, telephone charges, or postage. In no event shall the Firm charge for support staff such as paralegals or secretarial services or for charges incurred for computer research.

No expenses shall be charged for travel without prior consent of the City.

INSURANCE

The Firm shall purchase and maintain at the Firm's expense Lawyer's Professional Liability coverage insuring the Legal Provider against liability arising out of acts or omissions in furnishing professional services pursuant to this agreement in the minimum amount of \$1,000,000. Firm shall provide tail coverage following the termination of this agreement.

NOTICE

Notices and billing should be sent to the following:

For the City
City of South Pasadena
7047 Sunset Drive
South Pasadena, FL 33707

For the Firm
David Ottinger
Gray Robinson, P.A.
401 East Jackson Street
Suite 2700
Tampa, Florida 33602

PAYMENT

The City shall remit payment within 10 days of receipt of the monthly statement. If items are in dispute the balance of the bill shall be paid while the disputed items are resolved.

AGREEMENT

This agreement constitutes the entire agreement between the parties and any modification must be in writing signed by an authorized representative of each party. In the event any term or paragraph or provision of this Agreement or its application to any circumstances shall be deemed invalid or unenforceable, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF THEY HAVE EXECUTED THIS AGREEMENT.

ATTEST:



By:



Title: David Ottoboni, Director
Gray Robinson Attorneys at Law

ATTEST:



By:



Arthur Penny, Vice Mayor
City of South Pasadena

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

| | | |
|---------------------|-----------------------|----------------------|
| Ordinance: | Date Submitted: | 08/14/2024 |
| Resolution: | Agenda Meeting Date: | 08/20/2024 |
| Motion: X | Regular Meeting Date: | 08/27/2024 |
| Information Only | Submitted By: | VICE MAYOR NEIDINGER |
| No Action Needed: | Written By: | <i>Anna</i> |
| Discussion: | | |

Subject Title: (If Ordinance or Resolution, state number and title in full.)

2024 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT WITH PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY

Motion Proposed:

TO APPROVE THE 2024 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT WITH PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

CITY OF SOUTH PASADENA

October 1, 2024

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this _____ day of _____, 2024, between the CITY OF SOUTH PASADENA, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

Appendix A. ALS First Responder Profile

Appendix B. ALS First Responder Contractors

Appendix C. EMS Equipment

Appendix D. EMS Financial Information Attestation Form

Appendix E. Instructor Reimbursement Form

Appendix F. EMS Coordination Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

- (a) The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b) The on-scene Patient care by Field Personnel.
- (c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter.
- (d) The transport of Patients to a medical facility by a Rescue Unit shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (e) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II **DEFINITIONS**

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"ALS" means Advanced Life Support.

"ALS First Responder Services" means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

"ALS First Responder Station" means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

"ALS First Responder Unit" means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid

response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

“Advanced Life Support” means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

“Advanced Practice Paramedic” or “APP” means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified Paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified as defined in the EMS Rules and Regulations.

“Ambulance” means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

“Ambulance Contractor” means the entity selected by the Authority to provide ambulance service countywide.

“Annual Compensation” means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

“Annual External Audit” means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

“Authority Funded Unit” means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and

between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“BLS” means Basic Life Support.

“BLS First Responder Unit” means a vehicle equipped to provide Basic Life Support only.

“Basic Life Support” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“CAD” means the computer aided dispatch system.

“Caller” means a person accessing the response system by telephone.

“Condition 1” means the normal operation of the EMS System in which Patient Transport is handled by the Ambulance Contractor.

“Condition 3 Medical” or “Condition 3M” means the procedure to allow ALS First Responder Transport of Patients utilizing Rescue Units during peak periods at the request and approval of the Executive Director or designee.

“Continuing Medical Education” or “CME” means the medical education training program, through distance learning or classroom-based courses, provided in accordance with the EMS Rules & Regulations.

“CME Instructor” means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“Contractor” means any one of the entities described on Appendix B.

“Contractor Funded Unit” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

- “County”** means Pinellas County, Florida, a political subdivision of the State of Florida.
- “County Certified”** means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.
- “Course”** means any individual CME offering available online through a sufficient number of classroom-based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.
- “Department”** means the State of Florida Department of Health.
- “Disaster”** means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.
- “Emergency Medical Technician” or “EMT”** means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.
- “Emergency Medical Services” or “EMS”** means the services provided by the Contractor pursuant to Section 104.
- “EMS Advisory Council”** means the advisory board established by the Special Act.
- “EMS Districts”** means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.
- “EMS Emergency”** means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.
- “EMS Equipment”** means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.
- “EMS Incident”** means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.
- “Emergency Response”** means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

“EMS Mill” means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

“EMS Ordinance” means Chapter 54, Article III of the Pinellas County Code, as may be amended.

“EMS System” means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

“Executive Director” means the Director of the EMS System, or his or her designee.

“First Due Unit” means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

“Field Personnel” means Paramedics and EMTs employed by Contractor.

“First Responder Services” means ALS First Responder Services.

“Fiscal Year” means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

“Force Majeure” means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

“Just Culture” means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that

encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

“Learning Management System” means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom-based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules & Regulations.

“Medic Unit” means a non-Transport capable ALS First Responder Unit.

“Medical Case Review” means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

“Medical Control” means the medical supervision of the EMS System provided by the Medical Director.

“Medical Control Board” means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

“Medical Direction” means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

“Medical Director” means a licensed physician, or a corporation, association, or

partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“On-Scene Equipment Exchange Program” means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

“Paramedic” means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

“Party” or “Parties” means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Priority Dispatch Protocols” means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

“Public Educator/Community Paramedic” means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

“Regional 9-1-1 Center” means the Communications Center and related telephone,

radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Rescue Unit” means a transport capable ALS First Responder Unit.

“Response” means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

“Response Time” means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

“Rules and Regulations” means the rules and regulations adopted by the Authority, which is subject to amendment.

“Run Cards” means the Regional 9-1-1 Center's computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

“Special Act” means Chapter 80-585, Laws of Florida, as amended.

“Special Events” means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Total Unit Hour Compensation” means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

“Traffic Preemption System” means a comprehensive system provided by the Authority

that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection.

“Transport” means the transportation of Patients to a medical facility by Ambulance or Rescue Unit.

“Uncontrollable Circumstance” means a Force Majeure, an EMS Emergency or a State of Emergency.

“Unforeseen Circumstances” means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

“Unit Compensation” means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

“Unit Hour Compensation” means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

ARTICLE III **REPRESENTATIONS**

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its

business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization**. This Agreement has been duly authorized by all necessary action on the part of and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability**. This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability**. Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation**. There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing**. Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization**. This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor

and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability**. This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation**. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability**. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles**. At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel**. Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor

and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

SECTION 403. RESPONSE TIME. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

SECTION 404. CONTINUING MEDICAL EDUCATION.

(a) **Field Personnel.** Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom-based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is

responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the

auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large-scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance**. Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. MEDICAL CASE REVIEWS. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. PERSONNEL.

(a) **Training and Qualifications**. All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct**. Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment**. Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

SECTION 408. EMERGENCY ASSISTANCE

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Condition 3M.** During periods of Condition 3M, Contractors with Rescue

Units shall Transport Patients from EMS Incidents to area hospitals. Contractor shall follow the then current Medical Operations Manual Protocols or medical control directives.

(e) **Mutual Aid**. Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as

long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. PATIENT CARE REPORTING SYSTEM. Contractor shall cooperate with the Authority in refining and improving the fully integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and

responding to EMS Incidents.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) Regional 9-1-1 Center. Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, access to the County's 800MHz High Performance Data (HPD) system, and cellular airtime for all Authority and Contractor Funded Units and reserve Units following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and

shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. LICENSURE AND CERTIFICATION. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

SECTION 416. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS). Contractor shall ensure all Personnel that have access to the CAD System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) to the CJIS Level

2 requirements and have complied with all initial and ongoing training requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD System. Contractor shall have in place local policy to ensure that all rules required by the FDLE surrounding access to CAD and the information contained within are strictly followed.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. MEDICAL DIRECTION AND CONTROL. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. CONTINUING MEDICAL EDUCATION. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit. Authority funded Medic Units and Rescue Units will receive one (1) additional 800 MHZ Portable Radio. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

SECTION 504. MEDICAL SUPPLIES. The Authority shall provide and replace, as

necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. EXTRAORDINARY MODIFICATIONS. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. BILLING. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. ECG EQUIPMENT AND MAINTENANCE. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be

maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. BIOHAZARD WASTE COLLECTION. The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT. Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

SECTION 510. TRAFFIC PREEMPTION: Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. Traffic Preemption System equipment shall be provided for

frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a) Provide Workers' compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.
- (c) Professional Liability Insurance, including errors and omissions, with

minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond the ending date of this Agreement. In lieu of “tail coverage” the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

Authority is not liable for the causes of action arising out of the negligence of the Contractor, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) **FY 2024–2025.** Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2024 – 2025. The approved budget amounts for the Fiscal Year commencing October 1, 2024, shall be equal to that shown on Appendix A.

(b) **Budget Submissions for FY2025–2026.** Contractor shall submit a budget by April 1st each year for the following Fiscal Year for the Authority's review and approval.

Budget shall be prepared in the same manner as the budget submitted for FY 2024-2025, so long as said budget is less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budget.

(c) Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.

Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY24-25 are rescue units (\$350,000), medic units (\$125,000), and staff vehicles (\$75,000). Reimbursements are made upon delivery of the vehicle along with documentation being provided to the Authority that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by The Authority.

(d) Rescue Unit Transport Compensation.

Authority shall reimburse Contractor, monthly in arrears, for Transports by Rescue Units that comply with the Medical Operations Manual Transport Protocol at a rate of \$100.00 per Transport. Rescue Unit Transports that do not comply with the Medical Operations Manual Transport Protocol shall not be reimbursable.

(e) Unit Hours. Authority may purchase Unit Hours to staff additional Rescue Units to Transport Patients at the Authority's discretion through its Executive Director. The Authority shall reimburse the Contractor for its actual costs of salary and benefits up to \$75.00 per hour for each crew member of a two-person crew (Paramedic/Paramedic or Paramedic/EMT) for overtime or backfill costs for hours that are actually performed and preapproved in writing by the Authority. Such additional Units or Unit Hours may be used routinely, episodically, or during peak demand periods to maintain the level of service and Response Times for Ambulance Services. Personnel from different Contractors may be

paired to place additional Rescue Units in service.

(f) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(g) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for station and overhead costs in accordance with Resolution 14-65 or a successor Resolution or 1%, whichever is greater, approved by the Authority. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(h) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1st of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix "A" prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year's budget.

SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any Fiscal Year.

(b) **Reimbursement for CME Instructors.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the

Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) **Reimbursement for Public Education/Prevention/Community Paramedic Programs.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or

inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(d) Reimbursement for Participation in Countywide Quality Improvement Committees. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation

authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(e) **Reimbursement for Participation in Countywide Advanced Practice Paramedic Medical Training.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Advanced Practice Paramedics to attend and participate in countywide medical training for special operations teams based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Advanced Practice Paramedic medical training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER UNIT. In the event Contractor fails to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority,

the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. PROVISION OF BILLABLE PATIENT CARE REPORT.

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.

Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.
- (b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the “EMS Financial Information Attestation Form” prepared by the Contractor and signed by the Contractor’s auditor. The required “EMS Financial Information Attestation Form” is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the “EMS Financial Information Attestation Form” within ten (10) business days of Contractor’s receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor’s EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

SECTION 707. FUTURE/ADDITIONAL SERVICES. Contractor understands that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be affected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor’s obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

SECTION 708. ADDITIONAL UNITS.

(a) **Authority Funded.** During the term of the Agreement, the Authority may

determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) Contractor-Funded. Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent

permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

ARTICLE VIII

TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for three (3) years, commencing October 1, 2024 and ending at midnight September 30, 2027, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional three (3) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Contractor approval prior to July 1, 2027, which is subject to Authority, City Council or District approval prior to September 30, 2027. References in this Agreement to "Term"

shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2024 for reimbursement purposes.

SECTION 802. TERMINATION.

(a) **By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), “cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor’s EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX
MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training,

including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. NOTICES. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties and supersedes all prior and similar agreements and amendments with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such

may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have

worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2024.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of
County Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF SOUTH PASADENA, FLORIDA

by: _____
Mayor

Approved as to Form:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A
ALS First Responder Profile

| | |
|------------------------------------|---|
| Contractor | South Pasadena |
| EMS District(s) | South Pasadena EMS District |
| Authority Funded Units | Rescue 20 |
| Contractor Funded Units | Engine 20 or Truck 20 |
| EMS Coordination | EMS Coordinator – 75% FTE (Pasadena 200) |
| FY24-25 Annual Compensation | \$1,281,532 |
| Projected Capital | FY24-25 None FY25-26 None FY26-27 None FY27-28 Rescue 20 FY28-29 None |

Appendix B
ALS First Responder Contractors

City Manager
CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33756

City Manager
CITY OF DUNEDIN
P O Box 1348
Dunedin, FL 34697

Chairman, Board of Commissioners
EAST LAKE TARPON
SPECIAL FIRE CONTROL DISTRICT
3375 Tarpon Lake Boulevard
Palm Harbor, FL 34685

City Manager
CITY OF GULFPORT
2401 53rd Street South
Gulfport, FL 33707

City Manager
CITY OF LARGO
P O Box 296
Largo, FL 33779-0296

Chairman, Board of Commissioners
LEALMAN
SPECIAL FIRE CONTROL DISTRICT
4360 55th Avenue North
St. Petersburg, FL 33714

City Manager
CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708

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

Chairman, Board of Commissioners
PALM HARBOR
SPECIAL FIRE CONTROL DISTRICT
250 W. Lake Road
Palm Harbor, FL 34684

City Manager
CITY OF PINELLAS PARK
P O Box 1100
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners
PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT
304 First Street
Indian Rocks Beach, FL 33785

City Manager
CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597

City Manager
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706-1701

City Manager
CITY OF SEMINOLE
9199 113th Street North
Seminole, FL 33772-2806

City Clerk
CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895

City Manager
CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689

City Manager
CITY OF TREASURE ISLAND
120 108th Avenue
Treasure Island, FL 33706-4794

Appendix C **EMS Equipment**

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority.

EKG Monitor / Defibrillator and AEDs

- Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring.
- Preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
- All EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, Q-CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 507 of this agreement.

Stryker Lifepak 15 V4+ EKG Monitor Defibrillators or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department or Florida Law

Appendix D
EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be completed by Contractor:

City or Fire District (Contractor) _____

Fiscal Year _____

Name of Person Completing Form _____

Phone Number and Email Address _____

- 1. EMS Funding Received by Contractor \$ _____
- 2. EMS Allowable Costs Incurred by Contractor \$ _____
- 3. Difference (If excess, amount due to Pinellas County) \$ _____

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

Signature and Date, Contractor's External Auditor

Appendix E

Instructor Reimbursement Form

Appendix F

EMS Coordination Duties and Responsibilities

LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed.
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS-related meetings.

EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

PATIENT CARE REPORTS

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance, and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS-related meetings and quality improvement committees.

CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large-scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

| | | |
|---------------------|-----------------------|-------------------|
| Ordinance: | Date Submitted: | 08/20/2024 |
| Resolution: | Agenda Meeting Date: | |
| Motion: X | Regular Meeting Date: | 08/27/2024 |
| Information Only | Submitted By: | COMMISSIONER REID |
| No Action Needed: | Written By: | |
| Discussion: | | |

Subject Title: (If Ordinance or Resolution, state number and title in full.)

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES FOR BAY VIEW PARK IMPROVEMENTS (LW739) WITH TIMM GROUP BUILDING & GENERAL CONTRACTORS

Motion Proposed:

TO APPROVE CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES FOR BAY VIEW PARK IMPROVEMENTS (LW739) WITH TIMM GROUP BUILDING & GENERAL CONTRACTORS.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.



3931 68th Avenue North, Pinellas Park, FL, 33781 • (727) 526-9158 • www.aed-fl.com

July 1, 2024

Mr. Shawn Shimko
Director of Public Works
City of South Pasadena
6940 Hibiscus Avenue
South Pasadena, FL 33707

RE: City of South Pasadena
Bay View Park Improvements (LW739)
Recommendation of Award

Dear Mr. Shimko:

Pursuant to your request, Advanced Engineering & Design, Inc. (AED) reviewed the three (3) bids received on June 12, 2024. Proposal prices ranged from \$894,860.00 to \$1,239,325.00 with Timm Group Building & General Contractors (Timm Group) identified as the apparent low bidder. Proposals were reviewed for completeness and all packages were found to be responsive. Furthermore, all pricing submitted was determined to be mathematically correct.

The City, nor AED, has direct working experience with the Timm Group. As such, references projects were requested and representatives contacted. The references contacted shared that Timm Group was responsive and has completed work in accordance with the specifications. The sample projects were reflective of the scope of work proposed in this park improvement project. As such, it is our opinion that Timm Group is qualified to perform the work.

It is believed that opportunities are present to value engineer and reduce scope to lessen the overall cost of the project. Cost reductions realized would utilize the contractor-submitted unit pricing as the basis of reduction. Once awarded, AED will work with the City and contractor to realize any savings that may be available. Prior to formal award, an updated insurance certificate will be provided at the request of the City's legal counsel.

In conclusion, Advanced Engineering & Design, Inc. recommends that the City of South Pasadena award the Bay View Park Improvements (LS739) contract to Timm Group Building & General Contractors for \$894,860.00.

Sincerely,
Advanced Engineering & Design, Inc.

Justin V. Keller, P.E., CFM, ENV SP
President

Attachment: Bid Tabulation

**City of South Pasadena
Bay View Park Improvements (LW739)**

Bid Tabulation

| Item No. | Description | Unit | Quantity | Timm Group Building & General Contractors | | Tampa Contracting Services, Inc | | Harbor Contracting LLC | |
|---------------------------------|---|------|----------|---|----------------------|---------------------------------|------------------------|------------------------|-----------------|
| | | | | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| Schedule A (LWCF Funded) | | | | | | | | | |
| A-G-1 | Mobilization | LS | 1 | \$ 85,000.00 | \$ 85,000.00 | \$ 62,400.00 | \$ 62,400.00 | \$ 100,000.00 | \$ 100,000.00 |
| A-G-2 | Maintenance of Traffic | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 7,200.00 | \$ 7,200.00 | \$ 2,500.00 | \$ 2,500.00 |
| A-G-3 | Erosion and Sediment Control | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 10,200.00 | \$ 10,200.00 | \$ 5,000.00 | \$ 5,000.00 |
| A-G-4 | Construction Survey, Layout & Record Drawings | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 31,200.00 | \$ 31,200.00 | \$ 15,000.00 | \$ 15,000.00 |
| A-G-5 | Demolition / Clearing & Grubbing | LS | 1 | \$ 75,000.00 | \$ 75,000.00 | \$ 48,000.00 | \$ 48,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| A-G-6 | Tree Protection / Root & Limb Pruning | LS | 1 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,800.00 | \$ 25,800.00 | \$ 5,000.00 | \$ 5,000.00 |
| A-P-1 | Pavilion, Foundation | LS | 1 | \$ 80,000.00 | \$ 80,000.00 | \$ 64,800.00 | \$ 64,800.00 | \$ 475,000.00 | \$ 475,000.00 |
| A-P-2 | Pavilion, Framing | LS | 1 | \$ 100,000.00 | \$ 100,000.00 | \$ 288,000.00 | \$ 288,000.00 | \$ 300,000.00 | \$ 300,000.00 |
| A-P-3 | Pavilion, Roofing | LS | 1 | \$ 50,000.00 | \$ 50,000.00 | \$ 84,000.00 | \$ 84,000.00 | \$ 75,000.00 | \$ 75,000.00 |
| A-P-4 | Pavilion, Finishes | LS | 1 | \$ 55,000.00 | \$ 55,000.00 | \$ 62,400.00 | \$ 62,400.00 | \$ 10,000.00 | \$ 10,000.00 |
| A-P-5 | Pavilion, Electrical | LS | 1 | \$ 45,000.00 | \$ 45,000.00 | \$ 55,800.00 | \$ 55,800.00 | \$ 34,500.00 | \$ 34,500.00 |
| A-P-6 | Pavilion, Roof drains & Downspouts | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 13,200.00 | \$ 13,200.00 | \$ 10,000.00 | \$ 10,000.00 |
| A-S-1 | Concrete, 4", Pavilion Slab | SY | 275 | \$ 150.00 | \$ 41,250.00 | \$ 90.00 | \$ 24,750.00 | \$ 130.00 | \$ 35,750.00 |
| A-S-2 | Concrete, 4" Sidewalk | SY | 85 | \$ 135.00 | \$ 11,475.00 | \$ 90.00 | \$ 7,650.00 | \$ 110.00 | \$ 9,350.00 |
| A-S-3 | Porous Pavement, 1.5" | SY | 70 | \$ 200.00 | \$ 14,000.00 | \$ 211.20 | \$ 14,784.00 | \$ 150.00 | \$ 10,500.00 |
| A-S-4 | Fine Grading | SY | 180 | \$ 27.00 | \$ 4,860.00 | \$ 36.00 | \$ 6,480.00 | \$ 25.00 | \$ 4,500.00 |
| A-S-5 | FDOT Gravity Wall | LF | 85 | \$ 500.00 | \$ 42,500.00 | \$ 264.00 | \$ 22,440.00 | \$ 150.00 | \$ 12,750.00 |
| A-S-6 | Railing | LF | 85 | \$ 300.00 | \$ 25,500.00 | \$ 264.00 | \$ 22,440.00 | \$ 100.00 | \$ 8,500.00 |
| A-S-7 | Amenities, Picnic Table | EA | 8 | \$ 3,000.00 | \$ 24,000.00 | \$ 3,000.00 | \$ 24,000.00 | \$ 2,500.00 | \$ 20,000.00 |
| A-S-8 | Amenities, Trash Receptacle | EA | 4 | \$ 1,500.00 | \$ 6,000.00 | \$ 2,100.00 | \$ 8,400.00 | \$ 1,900.00 | \$ 7,600.00 |
| A-S-9 | Amenities, Grill | EA | 4 | \$ 1,500.00 | \$ 6,000.00 | \$ 1,800.00 | \$ 7,200.00 | \$ 2,000.00 | \$ 8,000.00 |
| A-S-10 | Landscaping | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 2,500.00 | \$ 2,500.00 |
| Subtotal (Schedule A) | | | | | \$ 780,585.00 | \$ 897,144.00 | \$ 1,161,450.00 | | |
| Schedule B (City Funded) | | | | | | | | | |
| B-S-1 | Concrete, 4", Sidewalk | SY | 375 | \$ 135.00 | \$ 50,625.00 | \$ 90.00 | \$ 33,750.00 | \$ 110.00 | \$ 41,250.00 |
| B-S-2 | Fine Grading | SY | 450 | \$ 27.00 | \$ 12,150.00 | \$ 36.00 | \$ 16,200.00 | \$ 25.00 | \$ 11,250.00 |
| B-S-3 | Landscaping | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 7,200.00 | \$ 7,200.00 | \$ 5,000.00 | \$ 5,000.00 |
| B-S-4 | Site, Electrical | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | \$ 24,000.00 | \$ 24,000.00 | \$ 2,500.00 | \$ 2,500.00 |
| B-S-5 | Potable Water Improvements | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 26,400.00 | \$ 26,400.00 | \$ 5,000.00 | \$ 5,000.00 |
| B-S-6 | Amenities, Drinking Fountain | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 19,200.00 | \$ 19,200.00 | \$ 3,500.00 | \$ 3,500.00 |
| B-S-7 | Irrigation, Adjust, Distribution line, 3/4" and below | LF | 150 | \$ 10.00 | \$ 1,500.00 | \$ 7.20 | \$ 1,080.00 | \$ 15.00 | \$ 2,250.00 |
| B-S-8 | Irrigation, Adjust, Distribution line, 1" | LF | 100 | \$ 15.00 | \$ 1,500.00 | \$ 8.40 | \$ 840.00 | \$ 20.00 | \$ 2,000.00 |
| B-S-9 | Irrigation, Adjust, Distribution line, 1-1/4" | LF | 75 | \$ 20.00 | \$ 1,500.00 | \$ 9.60 | \$ 720.00 | \$ 25.00 | \$ 1,875.00 |
| B-S-10 | Irrigation, Adjust, Distribution line, 1-1/2" | LF | 50 | \$ 25.00 | \$ 1,250.00 | \$ 10.80 | \$ 540.00 | \$ 30.00 | \$ 1,500.00 |
| B-S-11 | Irrigation, Adjust, Emitter | EA | 15 | \$ 50.00 | \$ 750.00 | \$ 60.00 | \$ 900.00 | \$ 50.00 | \$ 750.00 |
| B-S-12 | Irrigation, Controller, Sensor & Wire | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| Subtotal (Schedule B) | | | | | \$ 114,275.00 | \$ 133,830.00 | \$ 77,875.00 | | |
| Schedule C (Total) | | | | | | | | | |
| | | | | | \$ 780,585.00 | | \$ 897,144.00 | | \$ 1,161,450.00 |
| | | | | | \$ 114,275.00 | | \$ 133,830.00 | | \$ 77,875.00 |
| Subtotal (Schedule C) | | | | | \$ 894,860.00 | \$ 1,030,974.00 | \$ 1,239,325.00 | | |

CITY OF SOUTH PASADENA



CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

PROJECT: BAY VIEW PARK IMPROVEMENTS (LW739)

Project Engineer: Advanced Engineering & Design, Inc.

This AGREEMENT made on the ____ day of _____, 2024, BETWEEN the CITY OF SOUTH PASADENA, 7047 Sunset Drive South, South Pasadena, FL 33707 (“CITY”) and the CONTRACTOR, **Timm Group Building & General Contractors**, a Florida Corporation, FEIN 27-1259394 (“CONTRACTOR”) who agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, the plans, drawings, specifications, project manual, addenda, and other materials associated with this project. Documents pertinent to this project are incorporated into this Agreement by reference and are part of the Agreement as if attached or repeated herein. This Agreement represents the entire Agreement between the parties hereto and supercedes any prior negotiations, representations, agreements, or understandings, either written or oral.

2. Intent of Contract Documents

Execution of the Contract by the CONTRACTOR is a representation that the CONTRACTOR has become familiar with the Contract Documents and field conditions under which the Work is to be performed within the requirements of Work specified by the Contract Documents, all of which are incorporated herein by reference.

The headings of the sections of this Agreement and capitalization's are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

3. Definitions

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

The CONTRACTOR shall execute the entire Work described in the Contract Documents.

ARTICLE 3 - COMMENCEMENT DATE

The Commencement Date shall be established by the CITY and communicated to the CONTRACTOR in a Notice to Proceed (NTP) sent by registered mail to the CONTRACTOR's place of business not later than 30 calendar days following execution of the Contract, or receipt of proper permits from regulatory agencies having jurisdiction over the project, whichever is later.

The CONTRACTOR will not commence Work on the project until receiving a Notice to Proceed from the CITY.

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

The CONTRACTOR shall commence work within 15 days from the date of Notice to Proceed. The CONTRACTOR shall achieve Substantial completion of Work not later than 270 consecutive calendar days after the date specified by the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents. The CONTRACTOR shall achieve Final Completion of the Work not later than 15 days after reaching Substantial Completion.

Time limits herein stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the CONTRACTOR confirms that the Contract Time is a reasonable period for performing the Work.

ARTICLE 5 - CONTRACT AMOUNT

The CITY shall pay the CONTRACTOR the sum of \$894,860.00, subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES

The CONTRACTOR and CITY mutually agree that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and CITY, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing.

If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the CONTRACTOR does hereby agree, as a part of consideration for the award of this contract, to pay the CITY the amount of \$200 for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the CONTRACTOR agrees to pay the CITY the amount of \$200 for each calendar day the Work remains incomplete after the date established for Final Completion.

The said amount is fixed and agreed upon by and between the CONTRACTOR and CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain. However said liquidated damages shall not be construed to limit the CITY's damages for any claim for CONTRACTOR's negligence, defective performance or their other breach of this contract. Also, failure to meet requirements for substantial or final completion shall subject the CONTRACTOR to reinspection fees as set forth in Section 9-C-16.

Both Liquidated Damages and Reinspection Fees shall be implemented using a Deductive Change Order or Construction Change Directive.

ARTICLE 7 - PAYMENTS

1. Progress Payments

Based upon Applications for Payment submitted to the Project Engineer by the CONTRACTOR and Certificates for Payments issued by the Project Engineer, the CITY shall make progress payments on account of the Contract Amount to the CONTRACTOR as provided below and elsewhere in the Contract Documents.

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

Provided an Application for Payment is received and approved by the Project Engineer not later than the 10th day of the month, the CITY shall make payment to the CONTRACTOR not later than the last day of the month. If a valid Application for Payment is received by the Project Engineer after the Application date fixed above, payment shall be made 30 days after the Project Engineer received the Application for Payment.

Each Application for Payment shall be based upon the Schedule of Values submitted by the CONTRACTOR in accordance with the Contract Documents.

Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application of Payment.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values, less retainage of 5%.

Subtract the aggregate of previous payments made by the CITY.

The progress payment shall be further modified under the following circumstances: Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 95% of the Contract Amount less such amounts as the Project Engineer and CITY shall be determined for incomplete Work and unsettled claims.

2. Final Payment

Final payment, comprising the entire unpaid balance of the Contract Amount, shall be made by the CITY to the CONTRACTOR when the Contract has been fully performed and accepted by the CITY. Furthermore, payment shall be made within 30 days of the CITY receiving a final Certificate of Payment from the Project Engineer.

3. Certifying a Schedule of Values

If the Bid Proposal does not contain a Schedule of Prices, within 10 days after award of the Contract, the CONTRACTOR shall submit to the Project Engineer a Schedule of Values allocating the values of various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Project Engineer or CITY may require. The Schedule of Values shall be reviewed by the Project Engineer and approved by the CITY, and shall be used as the basis for reviewing the CONTRACTOR's Applications for Payment.

The Schedule of Values shall include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment.

4. CONTRACTOR Applications for Payment

By the 15th of each month the CONTRACTOR shall submit to the City's Representative an itemized Application for Payment in accordance with the Schedule of Prices. Such application shall be supported by data substantiating the CONTRACTOR's right to payment as the CITY or Project Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation into work. If approved in writing by the CITY, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment not include:

- Payments on account of changes in the Work which have not been approved by the CITY in a Change Order; and
- Payment of amounts the CONTRACTOR does not intend to pay to a SubCONTRACTOR or Supplier because of a dispute or other reason.

The CONTRACTOR warrants that the title to all Work covered by an Application for Payment will pass to the CITY no later than the time of payment. The CONTRACTOR further warrants that all work, equipment and materials included in the Application for Payment are to the best of the CONTRACTOR's knowledge, information and belief, free from liens, claims, security interests or encumbrances.

5. Certification of Payment Requests

Within seven (7) days after receipt of a CONTRACTOR's Application for Payment, the Project Engineer, in consultation with the CITY, will issue a Certificate for Payment for an amount the Project Engineer and CITY determines is due, or notify the CONTRACTOR in writing of the reasons for withholding certification. A Certificate of Payment shall not constitute acceptance of Work not in accordance with the Contract Documents.

6. Criteria for Withholding a Certificate for Payment

The Project Engineer or CITY may withhold a Certificate for Payment in whole or in part if in the City's opinion, the CONTRACTOR representations to the City are not supported. If the CONTRACTOR and the City cannot agree on a revised amount, the City will promptly issue a Certificate of Payment for the amount to which the City are able to certify payment. Certification may be withheld for these reasons:

- Defective Work not corrected;
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- Damages owed to the CITY or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages; or

- Persistent failure to carry out the Work in accordance with the Contract Documents.

When reasons for withholding certification are corrected, the Project Engineer and CITY will certify amounts previously withheld.

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by the CONTRACTOR

The CONTRACTOR may terminate the Contract if the work is stopped for a period of 60 days or longer only for the following reasons:

- An act of Government making materials or labor unavailable.

If any one of the reasons stated above exists, the CONTRACTOR shall be compensated as provided in this Agreement only for Work executed in accordance with the Contract Documents.

2. Termination by CITY For Cause

The CITY may terminate the Contract due to the CONTRACTOR's inability to perform for these reasons:

- Refusal or failure to supply properly skilled workers or materials;
- Disregarding the laws, ordinances, or regulations of public authorities having jurisdiction over the Work; or
- Substantially breaching provisions of the Contract Documents.

If such conditions exist, the CITY may, without prejudice of any other rights or remedies of the CITY, after having given the CONTRACTOR and the CONTRACTOR's surety seven days written notice, terminate the Agreement and, subject to any prior rights or the surety:

- Take possession of the site and materials, equipment, tools, and machinery thereon owned by the CONTRACTOR;
- Accept assignment of Subcontracts; and
- Finish the Work by whatever means are available to the CITY

Should the Work be terminated according to this section the CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the costs of finishing the work, such excess shall be used to pay the CONTRACTOR amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been Certified by the Project Engineer and accepted by the CITY. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the CITY, which obligation for payment shall survive the termination of the Agreement.

The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of delay in completing the Work, and all other direct, indirect, and consequential costs incurred by the CITY by reason of the termination of the CONTRACTOR as stated herein. The CITY shall be entitled to hold all amounts due the CONTRACTOR at the date of termination until all of the CITY's costs have been established, and to apply such amounts to such costs.

Should the CITY's termination of the CONTRACTOR for Cause be challenged, and should such challenge prevail, then the CITY's termination of the CONTRACTOR shall be deemed to have been a termination for Convenience.

3. Termination by the CITY for Convenience

The CITY may, without cause, order the CONTRACTOR in writing to suspend, delay or terminate the Work in whole or in part for such period of time the CITY may determine. The CITY shall adjust the Contract Amount for increases in the cost of performance under the Contract caused by suspension, delay, or interruption.

No change in Contract Amount shall be made where the suspension, delay, or interruption for which the CONTRACTOR is responsible or attributable.

In the event of termination for convenience by the CITY, the CONTRACTOR shall only be entitled to and paid compensation earned through the date of termination and Termination Expenses. Termination Expenses are those directly attributable to termination (such as demobilization costs). CONTRACTOR shall not be entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity.

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE PROJECT ENGINEER

1. Project Engineer as CITY's Representative

The Project Engineer will provide project management services as described in the Contract Documents, and will serve as the CITY's representative during construction, and until final payment is certified. The Project Engineer will consult with and advise the CITY. The Project Engineer will have the authority to act on behalf of the CITY only to the extent as provided in the Contract documents.

The Project Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, CONTRACTOR, SubCONTRACTORS, Sub-subCONTRACTORS, their agents, employees, or any of their bonding companies, it being understood that the Project Engineer's obligations are to the CITY, and in performing such obligations the Project

Engineer may consequently alter the burdens and expense of such other parties. If the CONTRACTOR claims additional cost or time on account of the Project Engineer performing such obligations, the CONTRACTOR shall give notice as provided in Article 13. The CITY and CONTRACTOR shall communicate through the Project Engineer, communications by and with the Project Engineer and Project Engineer's consultants shall be through the Project Engineer. Communications by and with subCONTRACTORS and suppliers shall be through the CONTRACTOR. Communication by and with other CONTRACTORS working on the site which are not parties to this Agreement shall be through the CITY.

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Project Engineer will perform site inspections as critical stages of construction to become generally familiar with progress and quality of completed Work to determine if in general the Work is performed in accordance with the Contract Documents. The Project Engineer will have authority to reject work that does not comply with the Contract Documents. Wherever considered necessary, the Project Engineer may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

The Project Engineer will not have control over or change of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONTRACTOR's responsibility. The Project Engineer will not be responsible for the CONTRACTOR's failure to carry out the Work, since these are solely the CONTRACTOR's responsibility. The Project Engineer will not be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents. The Project Engineer will not have control over, or charge of, and will not be responsible for, acts or omissions of the CONTRACTOR, SubCONTRACTORS, or their agents or employees, or of any other persons performing portions of the Work.

Actions of the Project Engineer undertaken while providing administration of the Contract shall not be construed as either supervision or coordination, since these are solely the CONTRACTOR's responsibility.

3. Review and Approval of CONTRACTOR's Submittals

The Project Engineer will review and approve the CONTRACTOR's Submittals, such as shop drawings and product samples, for the limited purpose of checking for compliance with the Contract Documents. The Project Engineer's review does not relieve the CONTRACTOR of his obligations under the Contract to comply with the plans and specifications.

The Project Engineer's approval of a submittal which contains a deviation which has not been specifically called to the Project Engineer's attention excludes approval of that deviation and shall not serve as a waiver of the rights of the Project Engineer or CITY unless the Project Engineer makes specific written acceptance of said deviation on the

Project Engineer's letterhead or the CITY makes specific written acceptance of said deviation on the CITY's letterhead.

4. Interpret Plans

The Project Engineer will provide interpretations of the Plans and Specifications for compliance with the Contract Documents. The Project Engineer's response to interpretation requests shall be made with reasonable promptness, or a maximum of 15 calendar days from the date of written request.

Interpretations of the Project Engineer will be consistent with the intent of the Contract Documents and will be documented in writing or in the form of plans and drawings.

The Project Engineer may, as the Project Engineer deems desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to the CONTRACTOR, and provided such drawings or information may be affected by field order or other notice to the CONTRACTOR, and provided such drawings or information are reasonable consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If the CONTRACTOR claims additional cost or time on account of such additional drawings or information, the CONTRACTOR shall give the notice provided in Article 13.

5. Approving Non-Substantial Deviations

The Project Engineer will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the contract Documents. Such changes shall be implemented by issuing a Construction Change Directive that shall be immediately binding on the CONTRACTOR upon receipt.

6. Certifying Applications for Payment

Based on the Project Engineer's observations and evaluations of the CONTRACTOR's Applications for Payment, the Project Engineer will review amounts due the CONTRACTOR and will, upon approval by the CITY, issue Certificates for Payments.

7. Preparing Change Orders

The Project Engineer will prepare Change Orders for approval by the CITY.

8. Substantial Completion and Acceptance Reviews

The Project Engineer will conduct inspections, and if the CITY and Project Engineer find Work Substantially Complete, establish the date or dates of Substantial completion and the date of Final Completion. The Project Engineer will receive and forward to the CITY for the CITY's review, project records, written documents required by the Contract and assembled by the CONTRACTOR. The Project Engineer will issue a Final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by the CITY.

B. OBLIGATIONS OF THE CITY

1. Project Manager
The CITY will designate a Project Manager, through which the City will communicate with the Project Engineer and CONTRACTOR.

2. Information Provided by CITY
The CITY shall furnish surveys describing physical characteristics of the site, and utility locations, except those utility .

Information or services under the CITY's control shall be promptly supplied to the CONTRACTOR in order to promote orderly progress of the Work. Such information and services will be provided to the CONTRACTOR free, unless otherwise provided in the Contract Documents.

The CITY will furnish the CONTRACTOR, free of charge, a maximum of ten sets of Construction Documents.

3. Permits
Unless otherwise provided in the Contract Documents, the CITY shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents.

4. CITY's Right to Stop Work
If the CONTRACTOR fails to correct Work that is not in accordance with requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the CITY may order the CONTRACTOR to stop work or any portion thereof until the cause of such order has been eliminated. Such an order must be in writing.

5. CITY's Right to Carry Out Work
If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents, after giving seven (7) days written notice, the CITY may without prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting from the Contract Amount the cost of correcting such deficiencies, including additional design and administrative costs as may be necessary by default, neglect, or failure.

6. Interpretation of Contract Documents and Performance
In all matters concerning performance under this Agreement and requirements of the Contract Documents, the CITY's interpretation will prevail.

7. Approving Substantial Deviations
The CITY will approve in writing all changes in the Work involving:

- Adjustments to the Contract Amount;
- Contract Time; or
- Work that is inconsistent with the intent of the Contract Documents.

A Change Order signed by the CONTRACTOR, Project Engineer, and the CITY shall effect such changes.

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent
The CONTRACTOR shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the CONTRACTOR, and communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.
2. Review of Contract Documents
The CONTRACTOR shall carefully review Contract Documents and information provided by the CITY, and shall at once report to the Project Engineer any errors, omissions, or inconsistencies discovered.

If the CONTRACTOR performs any construction activities with knowledge of an error, omission or inconsistencies in the Contract Documents without such notice to the Project Engineer, the CONTRACTOR shall assume responsibility for such performance.

3. Review of Field conditions
The CONTRACTOR shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Project Engineer at once.
4. Supervision and Construction Procedures
The CONTRACTOR shall perform the Work in accordance with the Contract Documents and Submittals approved by the Project Engineer.

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.

The CONTRACTOR shall be responsible to the CITY for acts and omissions of the CONTRACTOR's employees, SubCONTRACTORS, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the CONTRACTOR or his SubCONTRACTORS.

The CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Project Engineer, or the CITY's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the CONTRACTOR.

5. Inspection of Work

The CONTRACTOR shall be responsible for inspection of portions of the Work already performed under this Contract to determine if such portions are in proper condition to receive subsequent Work.

6. Labor and Materials

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, water, electric, other utilities, transportation, taxes and other facilities and services necessary for proper execution and completion of the Work. It is the CONTRACTOR's responsibility to provide these resources whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7. Warranty

The CONTRACTOR warrants to the CITY that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work, including all work and products provided by CONTRACTOR's sub-contractors, will be free from all defects for a period of one year from final acceptance. Work not conforming to all Contract Document requirements, including substitutions not properly approved and authorized, will be considered defective and a breach of CONTRACTOR's warranty.

8. Construction Schedule

Prior to issuance of a Notice to Proceed, the CONTRACTOR shall prepare and submit to the Project Engineer a Construction Schedule for the Work. The Schedule shall not exceed the time limits established in the Contract Documents. The construction schedule shall document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work. The Construction Schedule shall also identify time critical activities or events that would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Project Engineer. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

9. Project Records

The CONTRACTOR shall maintain the following project records at the project site:

- Construction Schedule;
- Plans and Drawings;
- Specifications;
- Addenda;
- Change Orders;
- Construction Change Directives;
- Shop Drawings;
- Product Data;
- Samples;
- Required Submittals; and
- Superintendent's Log.

Records shall be maintained in good order, and marked to reflect current changes and selections made during the construction process.

Records shall be available to the Project Engineer and CITY and, with the exception of the Superintendent's Log, shall be delivered to the Project Engineer for submittal to the CITY upon completion of the Work.

Additionally, the Superintendent's Log shall be delivered to the Project Engineer for submittal to the CITY upon completion of the Work.

Additionally, the Superintendent's Log shall at a minimum document the dates and times of critical inspections; instructions received from the Project Engineer; and weather conditions including dates, times and amount of rainfall received.

10. Approval of Shop Drawings and Other Submittals

The CONTRACTOR shall review, approve and submit to the Project Engineer, Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Project Engineer prior to their implementation. The CONTRACTOR shall perform no portion of the Work requiring submittal and review of these or similar data until approved by the Project Engineer. Such Work shall be accomplished in accordance with approved Submittals.

The CONTRACTOR shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the CONTRACTOR, or for the CONTRACTOR by a SubCONTRACTOR or Supplier of the CONTRACTOR. The Project Engineer shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account of such rejection. Project Engineer's review and action on any such Submittals shall not serve as a basis for or give rise to any claim in favor of CONTRACTOR or any third party against the CITY or Project Engineer.

By submitting the materials described above to the Project Engineer for approval, the CONTRACTOR represents that he has determined and verified materials, field measurements, and field construction criteria related to the Submittals and has checked

and verified their compliance with requirements of the Contract Documents. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The CONTRACTOR shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Project Engineer makes specific written acceptance of said deviations on the Project Engineer's letterhead.

11. Use of the Project Site

The CONTRACTOR shall confine operations to the Site as designated by the CITY, and shall confine operations and activities to those permitted by law, ordinances, permits, and the Contract Documents; and should not unreasonably encumber the site with materials or equipment. The CONTRACTOR is specifically prohibited from the storage of materials, equipment, or supplies not related to the Work on the Project Site.

The CITY will be responsible for resolving disputes between the CONTRACTOR and other CONTRACTORS with which the CITY has a separate Agreement concerning use of the Project Site.

12. Cleanup of Project Site

The CONTRACTOR shall keep the premises and surrounding area free of rubbish, waste materials, or debris caused by operations of the Contract. At completion of the Work, the CONTRACTOR shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to the CITY's satisfaction. Should the CONTRACTOR fail to clean up as provided in the Contract Documents, the CITY may do so and the cost charged to the CONTRACTOR through a deductive Change Order or Construction Change Directive. The Contractor shall restore the Project Site to the same or better conditions as existed prior to the Project and in compliance with the Project.

13. Observations and Inspections

The CONTRACTOR shall provide CITY and Project Engineer access to the Work, wherever located and in whatever stage of construction for the purpose of providing inspections and observations necessary to assess compliance with applicable codes and to identify the quality and quantity of Work performed.

If a portion of the Work is covered contrary to the Project Engineer's request or to the requirements expressed in the Contract Documents, it must be uncovered to allow the requested inspection or observation and replaced at the CONTRACTOR's expense without change in Contract Time.

If a portion of the Work has been covered for which the CITY or Project Engineer as not specifically requested prior to observation, the Project Engineer may request to see such Work and the CONTRACTOR shall uncover it. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement shall be born by the CITY and implemented through a Change Order recommended by the Project Engineer and approved by the CITY. If such Work was inspected and found not

to be in conformance with the Contract Documents, the CONTRACTOR shall pay the cost of uncovering and replacement without a change in Contract Time.

14. Correcting Rejected Work

The CONTRACTOR shall promptly correct Work rejected by the Project Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The CONTRACTOR shall bear the costs of correcting such Work, including those for additional testing and inspections and compensation for any additional design or necessary administrative costs.

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the CONTRACTOR, SubCONTRACTOR, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; if any of the Work is found to not be in accordance with the Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the CITY. This obligation shall survive acceptance of the Work under the contract and Termination of the Contract, if the CITY has exercised such Termination.

If the CONTRACTOR fails to correct nonconforming Work, within a reasonable time as determined by the City, the CITY may complete the work in accordance with the provisions in Article 9-B-5 of this Agreement.

15. Acceptance of Non Conforming Work

The CITY may at its option accept Work that is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

16. Tests & Inspections

Tests, inspections and approvals of portions of the Work required by law, ordinance, rules, regulations, or other orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the CONTRACTOR will make arrangements for such tests, inspections and approvals, and shall be responsible for paying the testing, inspection and reinspection fees.

Other tests, inspections, and approvals required by the Contract Documents shall also be made at the appropriate times. The CONTRACTOR shall make arrangements for such tests, inspections and approvals within the independent testing laboratories or entities designated by the CITY. The CITY shall bear the costs related to these tests, inspections and approvals.

For all tests and inspections conducted under this section, the CONTRACTOR shall give the Project Engineer timely notice of when and where tests and inspections are to be made so that observations may be made.

If tests or inspections reveal failure of portions of the Work to comply with the Contract Documents, or approval is not secured from a public authority having jurisdiction over the project for a portion of the Work covered by the Contract Documents, the CONTRACTOR shall bear all costs made necessary by such failure.

Certificates of testing, inspection or approval shall be secured by the CONTRACTOR and promptly delivered to the Project Engineer.

ARTICLE 10 – SUBCONTRACTORS

1. Reporting of Proposed SubCONTRACTORS

As soon as practical after the issuance of a Notice to Proceed, or as otherwise provided in the Contract Documents, the CONTRACTOR will furnish in writing to the Project Engineer the names of persons or entities, including SubCONTRACTORS, material suppliers, equipment, suppliers, and fabricators proposed for Principal Portions of the Work. After conferring with the CITY, the Project Engineer will promptly inform the CONTRACTOR in writing whether or not there are reasonable objections to any of the proposed persons or entities unto which the CONTRACTOR proposes to enter into an Agreement.

2. Rejection of SubCONTRACTORS

Neither the CONTRACTOR nor the CITY shall be required to Contract with anyone to whom either party has made a reasonable objection; exception instances where the Contract Documents require use of a material, equipment, or other produce for which there is no acceptable alternate supplier or installer.

3. Substitution or Removal of SubCONTRACTORS

The CONTRACTOR shall not change a SubCONTRACTOR, person or entity previously selected if the CITY without written notification to the City. The City retains the right to objection to such substitution/change.

4. SubCONTRACTORS Bound by Contract Documents

By appropriate Agreement, the CONTRACTOR shall require each SubCONTRACTOR, to the extent of the Work to be performed by the SubCONTRACTOR, to be bound to the CONTRACTOR by the terms of the Contract Documents, and to assume toward the CONTRACTOR all obligations and responsibilities which the CONTRACTOR, under this Agreement, assumes toward the CITY.

Each Subcontract shall preserve and protect the right of the CITY under the Contract Documents with respect to the Work to be performed by the SubCONTRACTOR so the Subcontracting thereof will not prejudice such rights and shall allow the SubCONTRACTOR, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the CITY.

In all Contracts between the CONTRACTOR and SubCONTRACTOR(s), suppliers, or fabricators, the CITY will be named as third party beneficiary. The CONTRACTOR will provide CITY with a copy of each such sub-Contract prior to beginning the WORK, and will further automatically provide CITY with copies of all subContract warranties and invoices for materials and services for the WORK . Failure to timely provide these documents will be considered a material breach of the Contract.

The CONTRACTOR agrees that it shall be deemed to automatically assign all rights to subContract warranties to the CITY, and CONTRACTOR will ensure that all such subContract warranties specifically provide for such warranties to extend to the CITY. Additionally, the CONTRACTOR assigns each Subcontract for a portion of the Work to the CITY as follows:

- Assignment is effective only after termination of the Contract by the CITY for cause pursuant to Article 8-2 of this Agreement.
- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

ARTICLE 11 - CONSTRUCTION BY CITY OR SEPARATE CONTRACTORS

1. CITY's Right to Perform Construction

The CITY reserves the right to perform construction or operations related to the Project outside the scope of this Agreement with CITY's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Agreement.

2. CITY to Provide Coordination

The CITY shall provide for coordination of activities of the CITY's own forces and for the CONTRACTOR's under a separate Agreement to provide construction services on the Project Site. If part of the CONTRACTOR's Work depends upon prior Work performed by the CITY or other separate CONTRACTORS, the CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Project Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the CONTRACTOR's Work. Failure of the CONTRACTOR to so report shall constitute an acknowledgment that the CITY's previously completed construction is fit and proper to receive the CONTRACTOR's Work.

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Directive executed in accordance with this Agreement.

2. Construction Change Directive

A Construction Change Directive prepared and signed by the Project Engineer will direct all changes in the Work. A Construction Change Directive signed by the CONTRACTOR indicates agreement of the CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives shall be issued using AIA Form G714.

3. Construction Change Order

In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:

- Contract Amount;
- Contract Time; or
- The intent of the Contract Documents.

In such instances, the Project Engineer, CONTRACTOR and CITY must sign a Construction Change Order. Construction Change Orders shall be issued using AIA Form G701.

Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon shall not be considered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as "Revised".

4. Changes in Contract Amount

Only Construction Change Order shall grant changes in Contract Amount. Claims for disputes concerning Contract Amount shall be determined in accordance with Article 13 of this Agreement.

5. Cost of Work

The term "Cost of Work" or "Direct Cost", for the purpose of Change Orders, means the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Change Order Work. Except as may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave).
- Owned equipment (at lowest applicable equipment manual rate).
- Rented equipment (at actual rental rate).
- Materials
- Supplies
- SubCONTRACTOR's costs.
- Bonds and insurance.

The CONTRACTOR shall require all SubCONTRACTORS and suppliers to comply with all requirements of and provide itemizations of all claims in accordance with this Article.

The term “cost of the Work” or “Direct Cost” shall not include any of the following:

- Payroll costs and other compensation of the CONTRACTOR’s officers, executives, principals (of partnership or sole proprietorships), general managers, Project Managers, Project Engineers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the CONTRACTOR whether at the site or in it’s principal or branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the CONTRACTOR’s allowance for overhead and profit.
- Extraordinary fringe benefits not specifically identified, above.
- Expenses of CONTRACTOR’s principal and branch offices other than the CONTRACTOR’s office at the job site.
- Any part of the CONTRACTOR’s capital expenses, including interest on the CONTRACTOR’s capital used for the Change Order Work and charges against the CONTRACTOR for delinquent payments.
- Costs due to the negligence of the CONTRACTOR, any SubCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction for defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

For all changes, the CONTRACTOR shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Project Engineer. When a credit is due, the amount of the credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in direct cost will be the amount of the actual net decrease in direct cost as determined by the Project Engineer plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man hours required by discipline/trade with the unit cost per man hour and total labor price, labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

The allowance for combined overhead and profit included in the total cost to the CITY shall be based upon the following schedule:

- For the CONTRACTOR, for Work performed by the CONTRACTOR’s own forces, fifteen percent (15%) of the cost.

- For the CONTRACTOR, for Work performed by the CONTRACTOR's SubCONTRACTOR, seven and one-half percent (7½%) of the amount due to the SubCONTRACTOR.
- For each SubCONTRACTOR or Sub-subCONTRACTOR involved, for Work performed by that SubCONTRACTOR's or Sub-subCONTRACTOR's own forces, fifteen percent (15%) of the cost.
- For each SubCONTRACTOR, for Work performed by the SubCONTRACTOR's Sub-subCONTRACTOR, seven and one-half percent (7½%) of the amount due the SubCONTRACTOR.

6. Changes in Contract Time

Only Construction change Order shall grant changes in Contract Time. Claims for disputes concerning Contract Time shall be determined in accordance with Article 13 of this Agreement.

7. Changes in Contract Time Due to Weather Conditions

The CONTRACTOR shall consider climatic conditions in preparing the construction schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions.

Weather conditions shall not comprise grounds for extension of Contract Time unless the CONTRACTOR is able to demonstrate that the number of rain days during the entire Contract Time exceeded 120% of that for the same period in the prior year. In making such an assertion, the CONTRACTOR shall use rain data recorded in the Superintendent's Log, which must include the date, duration and volume of rain recorded at the Project Site for each day, as compared to that recorded for the area closest to the Project Site, as reported by the National Weather Service. The CITY shall determine the criteria for establishing "rain days".

8. CONTRACTOR's Obligation to Comply with Construction Change Directives

Upon receipt of a Construction Change Directive, the CONTRACTOR shall promptly proceed with the change in the Work. The CONTRACTOR shall promptly comply with the Construction Change Directive whether or not a Construction Change Order has been executed.

9. Effective Date of Change Orders

Construction Change Orders shall become effective immediately upon execution by the CONTRACTOR, Project Engineer, and CITY.

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

CONTRACTOR Claims must be made by written notice to the City within 14 calendar days after the occurrence of the event giving rise to such Claim or within 14 calendar

days after the CONTRACTOR would have reasonably first recognized the condition giving rise to the Claim, whichever is later. Claims for additional time and additional compensation must be made in accordance with the conditions of this Article.

Such written notice of CONTRACTOR Claims shall be complete. Written notice which is incomplete and only partially identifies a claim with wording such as “(time or cost) impact to be determined at a later date” or “we reserve the right to claim additional (time or cost) at a later date” will not be considered.

2. Continuing Performance on the Contract

Pending resolution of a Claim, unless otherwise agreed to in writing, the CONTRACTOR shall proceed diligently with performance of the Contract and the CITY shall continue to make payments in accordance with the Contract Documents.

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the CONTRACTOR shall inform the Project Engineer of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the CONTRACTOR would have reasonably first recognized the materially different field conditions.

The Project Engineer will promptly investigate and report to the CITY if field conditions were found to be materially different than those which have been reasonably found given the criteria indicated above. If field conditions are found to be materially different, the CITY shall prepare a Construction Change Order providing an equitable adjustment in Contract Amount and/or Contract Time.

If the CITY determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the contract are justified, the CITY shall so notify the CONTRACTOR in writing stating the reasons.

4. Claims for Additional Time

The CONTRACTOR will make claims for an increase in Contract Time by presenting a “Request for Delay” (RFD) form to the Project Engineer within 14 days of the occurrence giving rise to the claim. All claims for an increase in the Contract Time are waived if not so presented. CITY or Project Engineer will supply RFD forms to the CONTRACTOR.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Construction Change Order. Timely presentation of an RFD form is the prerequisite for obtaining a Construction Change Order. The Construction Change Order shall address any and all Claims based on said occurrence. With respect thereto, CONTRACTOR agrees that its exclusive

remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the CITY or the Project Engineer or attributable to the CITY or the Project Engineer, and including Claims based on breach of Contract or negligence, shall be an extension of the Contract Time. CONTRACTOR hereby waives any and all Claims based on said occurrence that are not addressed by the Construction Change Order.

Nothing contained herein will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

CITY's liability to CONTRACTOR for any Claims other than Claims for extension of Contract Time, as described above, arising out of or related to the subject matter of this Contract, whether in Contract or Tort, including but not limited to, claims for payment by CITY of the costs, damages, or losses because of changed condition under which the Work is to be performed or for additional Work, shall be governed by the following provisions:

- All Claims must be submitted as a Request for Construction Change Order in the manner provided herein;
- CONTRACTOR must submit a Notice of Claim to the CITY and to the Project Engineer within fourteen days (14) of when the CONTRACTOR was, or should have been aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, CONTRACTOR shall submit to the Project Engineer and CITY its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

CONTRACTOR agrees that the CITY shall not be liable for any Claim the CONTRACTOR fails to submit as a Request for Construction Change Order or as a timely presented RFD form as provided in this Agreement.

After receipt of a Request for Construction Change Order, CITY, in consultation with the Project Engineer, shall deliver to the CONTRACTOR within thirty (30) days after receipt of request its written determination of the Claim.

CONTRACTOR's exclusive remedy for delays in performance of construction caused by delays claimed to be caused by or attributable to the CITY or the Project Engineer including claims based on breach of contract or negligence, shall be a Claim or a RFD form submitted in compliance with this Article.

CONTRACTOR expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any other remedies for Claim for increase in the Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the CITY

If a Claim has not been resolved after consideration under other terms of this Article, the Project Engineer shall notify the CONTRACTOR in writing that the CITY shall make a determination within seven (7) days, which determination shall be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the CITY shall render to the parties a written decision relative to the Claim, including any change in Contract Amount and/or Time.

If there is surety and there appears to be a possibility of the CONTRACTOR's default, the CITY may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury or Damage to Person or Property

In any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others whose acts such party is legally liable; written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to the Claim is asserted, it shall be filed as a Claim pursuant to the conditions of the Article.

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

The CITY may release a Designated Portion of the Work under this Contract upon the issuance of a Certificate of Substantial Completion for the Designated Portion. Subsequent to said release, the CITY may make payment to the CONTRACTOR up to the pro-rated amount of the Contract Amount that is allocable to the value of the Designated Portion of the Work under the Contract. Payment under this provision may be made in full with no retainage, or a lesser retainage, at the sole discretion of the CITY.

Further, the parties agree that in the event the CITY releases a Designated Portion of the Work, whether or not retainage is released for the Designated Portion of the Work, the CONTRACTOR agrees that all insurance required by the Contract Documents will remain in full force and effect until final acceptance of the entire Work by the CITY.

2. Substantial Completion

When the CONTRACTOR considers that the Work or a portion thereof, which the CITY agrees to accept separately, is Substantially Complete, the CONTRACTOR shall prepare and submit to the Project Engineer a comprehensive list of items to be completed and corrected. The CONTRACTOR shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the CONTRACTOR of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the CONTRACTOR's list, the Project Engineer will make an inspection, and with the approval of the CITY, determine whether the Work, or designated portion thereof, is Substantially Complete. If the Project Engineer's inspection discloses any item, whether or not included on the CONTRACTOR's list, which is not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Project Engineer.

The CONTRACTOR may request additional inspections by the Project Engineer as may be reasonable to determine when Substantial Completion has been achieved. When the Work or designated portion thereof, is Substantially Complete, the Project Engineer will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall establish responsibilities of the CITY and CONTRACTOR for:

- Security;
- Maintenance;
- Water, sewer, electric and other utilities;
- Damages to the Work; and
- Insurance Responsibilities

The Certificate shall also establish the time within which the CONTRACTOR shall finish all items on the list of incomplete Work or corrections otherwise necessary to meet the requirements of the Contract Documents.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the CITY and CONTRACTOR for their written acceptance of responsibilities assigned to each.

Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the CONTRACTOR, certification by the Project Engineer, and approval by the CITY, the CITY shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

3. Final Acceptance and Payment

Upon receipt of written notice that the Work is ready for Final Inspection and upon receipt of a Final Application for Payment, the Project Engineer shall promptly inspect the Work. When the Project Engineer and CITY find the Work acceptable under the Contract Documents and the Contract fully performed, the Project Engineer shall issue a Certificate for Final Payment.

Neither final payment or any remaining retainage shall become due until the CONTRACTOR submits to the Project Engineer all information required in the Contract Documents, including, but not limited to, warranties, as-built plans, and operation and maintenance manuals.

Furthermore, final payment, nor any remaining retainage, shall become due until the CONTRACTOR executes and presents to the CITY a “Certificate of Claims Paid” and “Release of all Claims” form in such a form as may be acceptable to the CITY. Acceptance of final payment by the CONTRACTOR shall comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Agreement.

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

1. Compliance with Federal, State, and Local Laws, Ordinances, and Regulations
CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the following:
 - Title VI of the 1964 Civil Rights Act.
 - Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
 - Age Discrimination Act of 1973
 - Contract Work Hours and Safety Standards Act.
 - Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
 - Fair Labor Standards Act.
 - Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
 - Trench Excavation System & Shoring standards adopted by the Department of Labor and Employment Security and related trenching regulations.
 - Construction Work Hours and Safety Act (Construction Safety Act)

2. Safety of Employees and Property
The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - Employees on the Project Site and other persons who may be affected thereby;
 - The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR’s SubCONTRACTORS or sub-subCONTRACTORS; and
 - Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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

The CONTRACTOR shall promptly remedy the damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the CONTRACTOR, SubCONTRACTOR, Sub-subCONTRACTOR, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible, except damage or loss attributable to acts or omissions of the CITY or Project Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts wither of them may be liable and not attributable to the fault or negligence of the CONTRACTOR.

The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and Project Engineer.

The CONTRACTOR shall not load or permit any part of the construction or Site to be loaded so as to endanger its safety.

3. Emergencies

In an emergency affecting safety of persons or property, the CONTRACTOR shall act, at the CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CONTRACTOR on account of an emergency shall be determined as provided in this Agreement.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

To the fullest extent permitted by law, for Ten and 00/100 Dollars (\$10.00), acknowledged to be included and paid for the Contract Amount, and other good and valuable consideration, the CONTRACTOR shall indemnify, defend and hold harmless from and pay on behalf of the CITY and their agents and employees all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense;

- is attributable to bodily injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from; and
- is caused in whole or in part by any negligent act or omission, of CONTRACTOR, any SubCONTRACTOR, anyone directly or indirectly

employed by any of them, or anyone for whose acts he may be liable, regardless of whether or not it is caused in part by a party indemnification hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the CITY may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes. The CONTRACTOR's obligations under this Contract under this Article shall not include or extend to the liability of Project Engineer, its agents, or employees arising out of:

- the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; and
- the giving of or the failure to give directions or instructions by the Project Engineer, his agents, or employees providing such, giving or failure to give is the primary cause of the injury or damage.

2. Waiver of Subrogation

The CITY and CONTRACTOR waive all rights against each other for damages caused by perils coverage by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the CITY and the CONTRACTOR as trustees. The CONTRACTOR shall require similar waivers from all subCONTRACTORS and their subCONTRACTORS and suppliers.

The CITY and the CONTRACTOR waive all rights against each other for loss or damage to equipment used in connection with the Project and covered by any property insurance. The CONTRACTOR shall require similar from all subCONTRACTORS and their subCONTRACTORS and suppliers.

The CITY waives subrogation against the CONTRACTOR on all property and consequential loss policies carried by the CITY on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the insurance policies referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the CITY of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

3. CONTRACTOR's Insurance

The CONTRACTOR shall not commence any Work in connection with this Agreement until he has obtained all of the following types of insurance, provided proof of such insurance to the CITY and such insurance has been approved by the CITY, has named the CITY as an additional insured, except for Worker's Compensation Coverage, nor shall the CONTRACTOR allow any SubCONTRACTOR to commence Work on his

subcontract until all similar insurance required of the SubCONTRACTOR has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of at least IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

The CONTRACTOR's insurance, and the insurance of any other party bound to the CONTRACTOR, shall be considered primary. The CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnification's insurance, certificates of insurance and any additional insurance provisions of this Agreement.

4. Loss Deductible

The CITY shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONTRACTOR.

5. SubCONTRACTOR's Insurance

The CONTRACTOR shall require each of his SubCONTRACTORs to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his SubCONTRACTORs in his policy as required in this Article.

6. Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY and a copy to the Project Engineer at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certification of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverage's required in this Article;
- If requested by the CITY, the CONTRACTOR shall furnish complete copies of his and his SubCONTRACTOR's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CONTRACTOR or by any of its representatives that indicate less coverage than required by the Contract Documents does not constitute a waiver of the CONTRACTOR's obligations to fulfill the requirements of this Article.

7. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the CONTRACTOR shall require the SubCONTRACTOR similarly to provide Workers' compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Workers' compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected.

8. Liability Insurance

The CONTRACTOR shall take out and maintain, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect CITY from claims for damages for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$1,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent CONTRACTORS, contractual liability covering this Agreement, contracts and leases, broad form property damage coverage's, personal injury and bodily injury.
- The CONTRACTOR is required to continue to purchase products and completed operations coverage for Work performed under this Agreement for minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverage's.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.
- Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee non ownership use.

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

1. The Commencement of Statutory Limitation Periods Between the CITY, CONTRACTOR and assignees are as follows:
 - **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
 - **After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the act or failure to act by the CONTRACTOR, pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the CONTRACTOR or date of actual commission of any other act or failure to perform any duty or obligation by the CONTRACTOR or CITY, whichever occurs last.
2. Concerning Latent Defects and Fraud

As to latent defects and fraud, the applicable statute of limitations shall commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

This Agreement shall be governed by the laws of the State of Florida.
2. Successors and Assigns

The CITY and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
3. Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.
4. Limitation of Liability

The CITY shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the CITY shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include foregoing limitation, which shall be effective if the CITY ever succeeds to the CONTRACTOR's rights or obligations under a Subcontract.

The Project Engineer shall be liable to CONTRACTOR only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the Project Engineer (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable to CONTRACTOR with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation. Nothing contained in this agreement shall be construed as a waiver of the CITY's rights to sovereign immunity or any other defense under F.S. 768.28.

5. Attorneys' Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, including any appeals, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Contracts Public Records

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) "CONTRACTOR" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011\(2\)](#).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the CONTRACTOR to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

All contracts that Contractor shall enter into with any SubContractors shall require that the SubContractors to comply with all the same requirements for public records requirements as required by Contractor.

APPENDIX 1 - DEFINITIONS

Allowance - An amount included in the contract amount to be used exclusively for equipment, materials or some other purpose specified in the Contract Documents and whose use is under the control of the CITY.

Application for Payment - A formal written request for payment submitted by the CONTRACTOR to the Project Engineer for payment for work performed pursuant to this Agreement.

Bid - A formal solicitation issued by the City of South Pasadena, identifying the scope, terms, conditions, and specifications of goods and services procured from private CONTRACTORS.

Bid Documents - The documents either provided or incorporated by reference defining and documenting the scope of services, conditions under which services are to be provided, conditions under which a CONTRACTOR will be selected and the work will be preformed, and the technical specifications for the equipment, goods, or services being procured.

Certificate for Payment - An application for payment which has been signed by the Project Engineer, who certifies that the pay request is proper and all representations made by the CONTRACTOR are correct.

Certificate of Substantial Completion - A form signed by the Project Engineer certifying that the work, or a designated portion of the work, has been completed to such an extent that it may be occupied by the CITY for its intended purpose.

Change Order - A form documenting the CONTRACTOR and CITY's agreement to modify the work where the modification involves a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

Claim - A demand or assertion by one of the parties to the Agreement for an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims may also include other disputes between the CITY and CONTRACTOR concerning the manner in which work is being performed.

Construction Change Directive - An order signed by the Project Engineer instructing the CONTRACTOR to change the Work.

Construction Schedule - An action plan summarizing how the CONTRACTOR proposes to complete the entire work in the Contract Documents within the established Contract Time. The Construction Schedule should identify key tasks and activities necessary to complete the project within the Contract Time.

Contract/Agreement - The Agreement between the CITY and the CONTRACTOR as defined by the Contract Documents.

CONTRACTOR - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract.

Contract Amount - The stipulated sum to which the CITY agrees to pay the CONTRACTOR for performing the work described in the Contract Documents, as modified by Change Order.

Contract Documents - Individual documents which collectively comprise the Contract between the CITY and CONTRACTOR, including 1) The Agreement between the CITY and CONTRACTOR, 2) Bid Documents including the invitation to bid, instructions to bidders and CONTRACTOR bid package, 3) Drawings, Specifications, Plans prepared by the Project Engineer which describe the work to be performed, 4) Addenda issued prior to execution of the Contract, 5) Other documents listed in the Agreement, and 6) Modifications issued after execution of the Contract, including: 1) Written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

Contract Time - The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the work. Contract Time is the time between the Date of Commencement identified in the Notice to Proceed issued by the CITY and the date established in the Agreement for Substantial Completion.

Date of Commencement - The date specified in the Notice to Proceed issued by the CITY specifying when the CONTRACTOR may begin work on the Project.

Day - As referenced in this Agreement “Day” includes all calendar days including weekends, holidays, and days of inclement weather.

Drawings & Plans - Graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the work generally including plans, elevations, sections, details, schedules and diagrams.

Project Engineer - The design professional retained by the CITY responsible for designing the facilities to be constructed and/or the design professional responsible for providing contract administration during construction services and to assess whether construction services are provided in accordance with the Contract Documents.

Final Acceptance - The CITY’s final acceptance of the work performed by the CONTRACTOR as recognized by making final and complete payment for all work intended by the Contract Documents.

Non-Substantial Deviation - A change in the work or deviation from the plans, specifications, or other Contract Documents which does not change the Contract Amount, Contract Time, or the intent of the Contract Documents.

Notice of Claim - A memorandum or letter presented to the Project Engineer detailing a Claim for additional compensation. The memorandum or letter must be labeled “Notice of Claim” and specifically identify the conditions giving rise to the Claim and the amount of additional compensation being requested.

Notice to Proceed - A letter issued by the CITY officially communicating the date when the CONTRACTOR may begin work on the Project or a designated portion of the Project.

CITY – The City of South Pasadena, or the City of South Pasadena’s authorized representatives.

Substantial Completion of a Designated Portion - Declaration by the CITY that a designated portion of the work has been completed.

Principal Portion of the Work - Work or equipment provided by a SubCONTRACTOR with which the CONTRACTOR has a direct Contract; and Sub-SubCONTRACTORs or other material or equipment providers as designated by the Project Engineer or Project Manager.

Project - All physical improvements planned for a defined site. Work performed under the Contract Documents may comprise the whole work, or part of the work planned for the Project Site.

Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the CONTRACTOR to illustrate materials or equipment for some portion of the work.

Project Manual - A volume or volumes usually assembled to describe with work that may include bidding requirements, sample forms, the Contract, and specifications.

Project Manager - The City's authorized agent for communication with the Project Engineer and CONTRACTOR and making decisions on the City's behalf as provided in the Contract Documents.

Project Site - The physical location identified in the Contract Documents where work is to be accomplished.

Samples -Physical examples that illustrate the materials, equipment, workmanship, or application methods by which the work will be judged.

Schedule of Values - The amount of money and percentage of the Contract Amount attributable to various components or portions of the work, where prepared in such a form and supported by such data to substantiate its accuracy.

Shop Drawings - Drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or SubCONTRACTOR, manufacturer, supplier, or distributor to illustrate some portion of the work in general detail than is provided in the plans or specifications.

Specifications - That portion of the Contract Documents comprising written standards and requirements for materials, equipment, construction systems, and workmanship for the work, and performance of related systems.

SubCONTRACTOR - A person or entity that has a direct Contract with the CONTRACTOR to perform a portion of the work.

Substantial Completion - The stage of construction where the work or designated portion thereof is sufficiently complete so that the CITY can occupy or use the work for its intended purpose.

Substantial Deviation - A change in the work that deviates from the intent of the Contract Documents, Contract Amount, or Contract Time.

Superintendent - The CONTRACTOR's authorized representative on the Project Site.

Supplier - A person or entity who provides equipment, material, or other resources required by the CONTRACTOR or SubCONTRACTORS to perform the Work.

Work - The construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the CONTRACTOR in fulfillment of obligations under the Contract. The work may constitute the whole Project or part of the Project.

IN WITNESS WHEREOF the parties have executed the Agreement on the day and date first above written.

CITY: The City of South Pasadena

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk, Director of Administration

Reviewed for Legal Form and Content by:

Julia Mandell, City Attorney

CONTRACTOR:

By: _____

Title: _____

WITNESS:
