

TAB 4

Point Paper

**US 301 FUTURE UTILITY EXPANSION
CANAL ROAD- LEG 2
US 301 UTILITY – LEG 4
COP Job # 04- 396**

March 3, 2008

Issue:

Although the projects have been included on the approved CIP, City Commission approval is required for the execution of all contracts.

Background:

As a result of the approval of the Capital Improvement Plan (CIP) by the City Commission, the Public Works Department is constructing facilities along US 301 to provide service to the eastern part of the City.

During the course of construction several property owners east of Canal Road have expressed interest in having City services. The City and property owners will share the engineering and construction costs to extend facilities to these properties. Additional engineering services are required to design, permit and construct the following facilities:

- A potable water main and sanitary sewer forcemain along Canal Road from 12th Street East to 17th Street East (Memphis Road).
- A potable water main and sanitary forcemain along US 301 from 19th Avenue East.

The CIP currently budgets \$260,000 for the construction of this project, which is estimated at \$273, 218. Because the first three (3) legs of the project were completed at \$484,759 under budget, there is funding available for the additional engineering services required (\$190,550), as well as for the balance of the construction services cost.

Alternatives:

1. Advance this item forward to the 7:00 PM agenda for approval of Westra's contract, and of Change Order # 3 with ZNS Engineering.
2. Do nothing.

Recommendation: Alternative # 1 – Advance this item to 7:00 agenda.

Budget Impact:

Engineering: \$190,550

Construction: \$273,218

Balance remaining in Legs 1 – 3 budget: \$484,759

CIP Budget: \$260,000

After Leg 4, total project cost is still \$280,991 under budget.

<u>Project Name</u>	<u>Project #</u>	<u>Project Budget</u>	<u>Actual Costs</u>	<u>Savings</u>
301 Utility Installation		\$ 2,981,000.00	\$ 2,483,450.00	\$ 497,550.00
301 Leg 4		\$ 260,000.00	\$ 273,218.00	\$ (13,218.00)
Canal Road Phase II		\$ 691,400.00	\$ 690,973.00	\$ 427.00
Additional Engineering		\$0	\$191,000	\$0
<u>Leg 4 Developer Contribution</u>		<u>\$150,000</u>		
Total		\$ 4,082,400.00	\$ 3,638,641.00	\$ 484,759.00

CIP

FY2008 CIP PROJECTS

2008 CIP PROJECT	Proposed 2008 Budget	GRANTS	OUTSIDE SOURCES	DEVELOPER ACCELERATED IMPACT FEES	GF	NEW LOAN				REUSE	
						ST&RB	WATER	SEWER	SW		
ANNUAL PROGRAMS											
Street Resurfacing	\$ 100,000										
Sidewalk R & R	\$ 100,000										
ADA Compliance	\$ 50,000				50,000						
WWTP Upgrades	\$ 358,600						179,300				150,000
PARS	\$ 150,000										
I & I Program	\$ 200,000				50,000						
Historic Park Upgrades	\$ 50,000										
ASR	\$ 676,000										675,000
TOTAL ANNUAL PROGRAMS	\$ 1,683,800	\$ -	\$ -	\$ -	\$ 100,000	\$ 200,000	\$ 279,300	\$ 279,300	\$ -	\$ -	\$ 825,000
ONGOING PROGRAMS											
Jackson Park Drainage	\$ 615,000										
301 Future Utility Expansion/Canal Road *	\$ 1,820,000		364,000								
17th Street Utility Relocation	\$ 100,000										
Lift Station Upgrades	\$ 100,000										
MARS	\$ 20,000										
PW Facility Upgrades	\$ 331,000										
Tree Pruning/Removal (move to ops)	\$ -										
TOTAL ONGOING PROGRAMS	\$ 2,986,000	\$ -	\$ 364,000	\$ -	\$ -	\$ 856,000	\$ 525,000	\$ 525,000	\$ 676,000	\$ 40,000	\$ -
ADDITIONAL PROGRAMS											
Fleet Building Upgrades	\$ 100,000				100,000						
13th Street Drainage	\$ 100,000										
Canal Road - Phase II - 12th to 17th	\$ 691,400			210,000							100,000
Telemetry Meters	\$ 100,000										
10th Avenue Extension	\$ 1,300,000										
301 Leg IV	\$ 260,000										
WWTP Evaluation	\$ 140,000										
23rd Street Realignment	\$ 600,000										
TOTAL ADDITIONAL PROGRAMS	\$ 3,291,400	\$ -	\$ -	\$ 2,260,000	\$ 100,000	\$ 78,000	\$ 402,400	\$ 351,000	\$ 100,000	\$ -	\$ -
GRANT PROGRAMS											
Fishing Pier Restroom	\$ 50,000.00		\$ 50,000.00								
Recreational Trail Expansion	\$ 438,000.00		\$ 438,000.00								
Riverside Park (0 City funds required - FRDAP)	\$ 50,000.00		\$ 50,000.00								
TOTAL GRANT PROGRAMS	\$ 538,000.00		\$ 538,000.00								
TOTAL FY2008 CIP PROJECTS	\$ 8,499,000.00		\$ 538,000.00	\$ 2,260,000.00	\$ 200,000.00	\$ 1,134,000.00	\$ 1,206,700.00	\$ 1,155,300.00	\$ 776,000.00	\$ 100,000.00	\$ 865,000.00
Total 2008 Financing											
New Bank Loan (20 yrs) for FY 2008											
	\$ 5,337,000										
	\$ 5,337,000										
ASR reimbursement amount upon completion (SWFVMD)	\$ 389,000										
Total Project Cost = \$1,500,000											
\$500,000 = 2008											
\$1,000,000 = 2009											
Removed 7th Street and reallocated funds under same line item adding \$150,000 to Jackson Park and adding Telemetry Meters on a pay-as-you-go plan. * This project is concurrent with Moorehead Industrial Park Project (GRA) (\$644,140.35)											

10/30/2007 **UPDATED**

WESTRA COST ESTIMATE

1/16/2008	#546	Palmetto Eastside Utility Improvements Leg #4 Repricing (conditional on 15' Easement at Space Box Property) Revised on 1/16/08		QTY.	UNIT \$	TOTAL \$	Piggyback Contracts
12" DR 18 PVC WM			515 lf	\$70.25	\$36,178.75		Bahia Vista St.
12" Directional Drill			100 lf	\$175.00	\$17,500.00		Beachwalk
Jack and Bore under CSX tracks			85 lf	\$565.00	\$48,025.00		SR 25 -455
12" DIP Carrier Pipe			85 lf	\$111.00	\$9,435.00		North Cty RWM Transmission
8" DR 18 PVC WM (at Storage)			20 lf	\$94.50	\$1,890.00		Bahia Vista St.
8" Gate Valve			1 ea	\$1,650.00	\$1,650.00		Bahia Vista St.
DIP Fittings			1 tns	\$9,000.00	\$9,000.00		Bahia Vista St.
Sodding			650 sy	\$2.25	\$1,462.50		Bahia Vista St.
12" DR 18 PVC FM			525	\$70.25	\$36,881.25		Bahia Vista St.
12" HDPE Dir. Drill			100 lf	\$175.00	\$17,500.00		Beachwalk
Jack and Bore under CSX Tracks			85 lf	\$565.00	\$48,025.00		SR 25
12" DIP Carrier Pipe			85 lf	\$111.00	\$9,435.00		North County RWM, Phase II
4" DR 18 PVC FM			20 lf	\$44.00	\$880.00		North County RWM, Phase II
4" Gate Valve			1 ea	\$1,040.00	\$1,040.00		"
DIP Fittings			1 tns	\$9,000.00	\$9,000.00		Bahia Vista St.
Sodding			650 sy	\$2.25	\$1,462.50		Area "C"
MOT							Beachwalk
Mobilization			LS		\$18,800.00		
TOTAL						\$270,865.00	
PIPE PRICE INCREASE FACTOR							
12" DR 18 C900 PVC			1040 lf	\$1.77	\$1,840.80		
12" HDPE			200 lf	\$2.56	\$512.00		
TOTAL INCREASE						\$2,352.80	
TOTAL REVISED ESTIMATE						\$273,217.80	

**ZNS Engineering, LC
CHANGE ORDER #3**

Pursuant to the City of Palmetto Agreement for Professional Engineering Services, entered into by and between the CITY OF PALMETTO (City) and ZNS Engineering, LC (Consultant), the City hereby authorizes the following professional services under said Agreement:

**TITLE OF PROJECT: US 301 Utility Expansion Project
Canal Road - Leg 2 US 301 - Leg 4
COP Job # 04-396**

DESCRIPTION OF AUTHORIZED SERVICES:

The following scope of services represents the additional engineering services associated with the final design, permitting, geotechnical, and construction services for a potable watermain and sanitary forcemain for Canal Road, Leg 2 (from 12th Street East to the north side of Memphis Road), and US 301, Leg 4 (from 19th Avenue East, to a point approximately 750 feet east of the railroad tracks. Also included is the redesign of the potable water line through the Winn-Dixie site and along Canal Road which was necessitated by difficulties in obtaining timely right-of-way use permits through Manatee County. In addition, it has been necessary to prepare several easement descriptions and sketches to facilitate the construction of improvements outside of Manatee County right-of-way.

<u>Tasks</u>	<u>Leg 2</u>	<u>Leg 4</u>	<u>Estimated Cost</u>
1. Design Services	\$ 95,700	\$30,100	\$125,800
2. Permitting Services	\$ 35,100	\$11,100	\$ 46,200
3. Geotechnical Services	\$ 8,400	\$ 2,700	\$ 11,100
4. Construction Services	\$ 4,700	\$ 2,750	\$ 7,450
TOTALS	\$143,900	\$46,650	\$190,550

METHOD OF COMPENSATION: The compensation to the Consultant for the performance of the above identified services shall be pursuant to the Rate Schedule as defined in said Agreement, to the extent set forth as follows:

Time and Material Fee: \$190,550.00

The Consultant agrees to perform the professional services outlined above at the method of compensation set forth above, upon receipt of authorization from the City of Palmetto.

Attest:

ZNS Engineering, LC

By:

Sharon K. Greene, 1/30/2008
Assistant Secretary / Treasurer

Richard P. Clarke, P.E. 1/30/2008
Vice President

The City of Palmetto hereby authorizes the professional services outlined above at the method of compensation set forth above.

CITY OF PALMETTO, FLORIDA

By:

(Printed name/title)

Date

CITY OF PALMETTO
US 301 UTILITY EXPANSION PROJECT
CANAL ROAD LEG 2
US 301 LEG 4

SCOPE OF SERVICES

A. DESIGN ENGINEERING, PERMITTING, AND GEOTECHNICAL

ZNS will perform topographic surveys, provide geotechnical investigations of the route through the use of a subconsultant, and prepare final engineering plans for the construction of: a) A potable water main and sanitary sewer forcemain along Canal Road from 12th Street East to 17th Street East (Memphis Road), b) A potable water main and sanitary forcemain along US 301 from 19th Avenue East to a point approximately 750 East of the railroad tracks; c) Redesign of the potable water main through the Winn-Dixie site and along Canal Road; d) Preparation of easement descriptions and sketches to facilitate construction of improvements outside county rights of way.

The pipe and appurtenances will be located in existing rights of way and easements. The length of this project is approximately 6,000 linear feet. The scope of this project includes design of the potable water main and the proposed forcemain and necessary appurtenances.

ZNS will deliver status construction plans at 60%, 90%, and 100% levels. At each level, a probable opinion of cost will be submitted. Also at each level, ZNS will meet with staff to discuss elements of design. Permit applications will be prepared for the Florida Department of Environmental Protection (FDEP) and will be submitted to the agencies. ZNS will also coordinate approval of these permits.

ZNS will conduct two (2) utility coordination meetings at appropriate steps in design and prepare minutes of these meetings.

Design Services

- ZNS will prepare the final construction plans and specifications with the Engineer's opinion of probable cost.
- ZNS will provide a geotechnical report of soil conditions along the proposed route through the use of subconsultant.
- Issue initial set of site work construction plan drawings to applicable utility service providers (Verizon, FPL, Cable TV, Manatee County, and TECO Gas).

B. CONSTRUCTION ENGINEERING

1. Assist the City in reviewing and documenting Contractor's bids.
2. Coordinate and submit responses to Contractor requests for information regarding Contract Documents.
3. Attend a Preconstruction Conference to coordinate site work requirements and establish initial construction schedules.
4. Review shop drawings supplied by Contractor or Client to serve site work construction.
5. Observation of performance tests required by the specifications.
6. Review Contractor's Application for payment and accompanying data. Based on the quantity verification from the field observation reports, ZNS will advise the City of any irregularities.
7. Provide random site visits (5 hours per week) to determine the progress of the Contractor's work. Notify the City of observed permanent work that does not substantially conform to the Contract Documents, prepare a written notice describing any apparent non-conforming permanent work, make recommendations to the City and request the Contractor to carry out the acceptable corrective measures authorized by the City. Document field visit with field observations report.
8. Conduct punch list compliance inspection upon notice of completion from the Contractor and issue written substantiation of completion.
9. Attend and conduct final inspections of completed facilities with Contractor and Governmental Agencies as required by the approval/permits. Prepare a written list of discrepancies for the Owner.
10. Provide services for initial finalization submittals with permitting agencies.
11. Provide statement of completion to applicable regulatory agencies.

Submittals

ZNS shall submit five (5) sets of plans and documents for City review at the 60%, 90%, and 100% completion state. The final package will include ten (10) sets of final plans for construction.

City Responsibilities

- Provide phase reviews of all submittals at the 60%, 90%, and 100% design phases.
- Sign permit applications as appropriate.
- Furnish existing right-of-way maps and record drawings.
- Furnish checks for application fees as needed.

Beginning and Length of Services

This Agreement will remain in effect until the completion of construction and certification and acceptance by the City of Palmetto.

EXCLUSIONS

The following items are not included in the above time and material budget, but can be performed as requested by the City in accordance with the current City of Palmetto Consulting Agreement.

1. Stakeout or Preparation of Record Drawings
2. Mediation or Arbitration Procedures

**AGREEMENT FOR GENERAL CONSTRUCTION SERVICES
U.S. 301 Future Utility Expansion Leg IV #04-396**

THIS AGREEMENT is made and entered into on this _____ day of _____, 2008, by and between the **CITY OF PALMETTO** (hereinafter "CITY"), whose address is 516 8th Avenue West, Palmetto, Florida 34221 and **WESTRA CONSTRUCTION CORPORATION** (hereinafter "WESTRA"), whose address is 1263 12th Avenue East, Palmetto, Florida 34221.

WHEREAS, the CITY desires to employ WESTRA to provide general construction services within the CITY related to a number of planned improvements, most of which are included on the City's current Capital Improvements Plan; and

WHEREAS, the City Commission has approved a budget and provided for the purchase of such services; and

WHEREAS, WESTRA was one of at least three bidders to submit a bid in response to an Invitation to Bid issued by Sarasota County, Pinellas County and the City of Clearwater, Florida for services substantially similar to those to be performed for the CITY; and

WHEREAS, WESTRA was ultimately selected to perform such services for the above listed jurisdiction; and

WHEREAS, the CITY and WESTRA desire to use the contracts previously bid by and awarded to the above listed jurisdiction as the basis for this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, CITY and WESTRA agree as follows:

1. EXISTING CONTRACTS

The Sarasota County Bahia Vista contract (A-1), Central Hillsborough County contract (A-2), City of Clearwater Beachwalk contract (A-3), SR 25 (US 27) contract (A-4), the Sarasota County Area C contract (A-5), and the Pinellas North County Reclaimed Water Transmission Main contract (A-6), and the North County Reclaimed Water Phase 2A (A-7) ("Contracts") are open and were secured by WESTRA as the result of a competitive bid process. A copy of these Contracts and their exhibits are attached hereto as **Exhibit A** and incorporated herein.

2. PRICE QUOTATIONS

The parties agree that the unit price quotations contained in the Contracts are the same as the price quotations contained in this Agreement. The parties agree that the unit price quotations contained in the Contracts are the same as the price quotations contained in this Agreement. When more than one unit price quotation exists for the same item, the CITY shall pay the lowest unit price quoted in any of the Contracts.

3. GENERAL

- 3.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- 3.2 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, provided, however, that such consent shall not be unreasonably withheld.
- 3.3 All notices shall be in writing and transmitted by certified mail to the addresses stated above.
- 3.4 This Agreement, including **Exhibits A and B**, constitutes the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the term "WESTRA" shall include the respective officers, agents, directors and employees, and the term "CITY" shall include elected officials and employees.
- 3.5 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 3.6 It is understood that the relationship of WESTRA to CITY is that of independent Contractor.

4. SCOPE OF SERVICES / BOND

- 4.1 WESTRA shall perform the work and render the services set forth in the Scopes of Work, attached hereto as **Exhibit B**. WESTRA shall furnish all materials and equipment, and

perform all of the work in the manner and to the full extent set forth in this Agreement. The materials and the manner and extent of the work shall be to the satisfaction of the City or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

- 4.2 Prior to commencement of work, WESTRA shall provide CITY with an acceptable performance and payment bond in the amount of one hundred percent (100%) of the total compensation for all services provided under this Agreement.
- 4.3 WESTRA shall ensure that work is completed in a manner that complies with all permits specifically procured for a given project as well as all Federal, State and local laws and regulations controlling the pollution of the environment. WESTRA shall take necessary precautions to prevent pollution of all bodies of water with sediment, fuels, oils, chemicals, or other harmful materials and to prevent adverse impacts to the native flora and fauna of a project site.
- 4.4 WESTRA shall staff all projects with employees who have met any certification requirements of the State of Florida.
- 4.5 WESTRA shall implement and maintain an operator safety program in compliance with all applicable laws, rules and regulations.
- 4.6 WESTRA shall execute a sworn statement demonstrating that CITY informed WESTRA of the provisions of Section 287.133(2)(a), Florida Statutes, concerning public entity crimes.
- 4.7 WESTRA shall comply with CITY's Drug Free Workplace policy and demonstrate compliance by executing the CITY's form regarding said policy prior to initiating any work under this Agreement.
- 4.8 WESTRA shall provide to CITY, in writing, on or before the day services begin under this Agreement, the name of WESTRA's authorized representative.
- 4.9 Upon completion of all work contemplated by this Agreement, and upon inspection and approval of the work by the City or its duly authorized agent, WESTRA shall provide the City with a Contractor's Affidavit as required by the Construction Lien Law,

Florida Statutes Ch. 713. An executed Release of Lien also may be required by the City at its option.

5. CLEAN UP

- 5.1 WESTRA will keep all work areas free from accumulations of waste materials, rubbish and other debris resulting from work performed by WESTRA. At completion, WESTRA will remove all waste materials, rubbish and debris from and about the work areas as well as all tools, construction equipment and machinery, and surplus materials. WESTRA shall provide for the lawful disposal of all solid waste resulting from the work.
- 5.2 WESTRA will restore to an original condition those areas that were not designated for alteration by a Work Order but became altered by the actions of WESTRA during the course of work.
- 5.3 If WESTRA fails to clean up or restore areas as provided in this Agreement, the CITY may do so and the cost thereof shall be deducted from the compensation due WESTRA for services performed under a given Work Order.

6. COMPENSATION

- 6.1 WESTRA's compensation under this Agreement shall be based upon amounts budgeted in the current Capital Improvements Plan and the unit price quotations contained in the Scope of Work attached hereto and incorporated herein as **Exhibit B**. The total compensation for all services provided under this Agreement shall not exceed **\$275,000** without City Commission approval.
- 6.2 All compensation to WESTRA is due upon receipt of WESTRA's invoice and payable within thirty (30) days unless written notice of a defect or default has been provided to WESTRA pursuant to the terms of this Agreement. Invoices shall be submitted not more frequently than once every thirty (30) days.

7. INDEMNITY, LIABILITY AND INSURANCE

- 7.1 The CITY shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be

suffered or sustained by any person whatsoever arising from the negligent performance by WESTRA and its employees and agents of its obligations under the provisions of this Agreement. WESTRA shall indemnify and hold harmless the CITY, agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account or arising out of or resulting from any negligent act or omission of WESTRA in performance of the work. The CITY and WESTRA acknowledge that the first Ten Dollars (\$10.00) of the compensation paid WESTRA for its work hereunder shall be deemed specific consideration for this indemnification. WESTRA shall fund the foregoing indemnification by providing the insurance coverages set forth in Section 7.5, below.

- 7.2 WESTRA shall additionally indemnify CITY and hold it harmless from any claims or demands arising from:
- a. WESTRA's operation, control and maintenance of the a given project not in conformance with the terms and conditions of this Agreement;
 - b. Any default of WESTRA under this Agreement;
 - d. Any damage to the property of the CITY, not otherwise covered by insurance as provided herein, or others or injury to any person caused by WESTRA, its agents, or employees;
 - e. Any legal or administrative proceedings occasioned by WESTRA in which the CITY is made a party without the CITY's fault;
 - f. All costs, attorney's fees and expenses incurred by CITY in connection with the items indemnified against. WESTRA shall defend any legal action or proceedings resulting from a claim or demand indemnified against, at its expense, by an attorney satisfactory to CITY on receipt of proper notice from CITY to do so.
- 7.3 WESTRA shall be liable for those fines or civil penalties imposed by a regulatory agency for violations that are the result of WESTRA' negligence. CITY will assist WESTRA to contest any such fines in administrative proceedings and/or in court prior to

any payment by WESTRA. WESTRA shall pay the cost of contesting any such fines.

- 7.4 CITY shall be liable for those fines or civil penalties imposed by any regulatory agencies on CITY and/or WESTRA that are not a result of WESTRA' negligence or willful conduct and are directly related to the ownership of a given project.
- 7.5 WESTRA shall provide the CITY with a certificate of insurance containing the following limits:
- a. WORKERS' COMPENSATION – Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$500,000.00 for each accident. The certificate shall include a waiver of subrogation from the carrier. In addition, Workers' Compensation coverage shall be endorsed to include federal Longshore and Harbor Workers' Act coverage and Maritime Employers Liability (Jones Act) coverage with minimum limits of \$500,000.00 per occurrence for employees working in, on, or near navigable waters.
 - b. COMMERCIAL GENERAL LIABILITY – Shall have minimum limits of \$500,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent WESTRA and Products and/or Completed Operations Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. CITY, its officers, advisory board members and employees shall be included as an Additional Insured.
 - c. BUSINESS AUTOMOBILE POLICY – Shall have minimum limits of \$500,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership and be based on an occurrence basis.

The certificate of insurance shall state that the CITY will be notified in writing at least fifteen (15) days prior to the cancellation of any policies required of WESTRA, state that the coverage is primary, and shall be in the types and amounts stated herein. Certificates should include issuer's address and phone number, and an address and phone number for issuer's agent in Manatee County, if any.

8. AGREEMENT TERMINATION

- 8.1 This Agreement shall terminate upon the later of one (1) year from the date of execution, or at such time as all work and services set forth in the Scope of Work, attached hereto and incorporated herein as **Exhibit B**, have been completed and accepted by the City. This Agreement may be renewed for an additional one (1) year term upon written agreement by both parties and approval from the City Commission of the CITY.
- 8.2 CITY shall be entitled to terminate this Agreement in its entirety and without prior written notice at any time for the following reasons:
- a. If WESTRA becomes insolvent, commits any act of bankruptcy, or makes a general assignment for the benefit of creditors; or
 - b. If WESTRA shall fail to prosecute work under a given Work Order, or any part thereof, with the diligence necessary to insure its progress and completion as prescribed by that Work Order and shall fail to take such steps to remedy such default within five (5) calendar days after receipt of written notice thereof from CITY as CITY shall direct; or
 - c. If WESTRA shall commit a default under any of the terms, provisions, conditions, or covenants contained in this Agreement and shall fail to take such steps to remedy such default within ten (10) calendar days after written notice thereof from CITY as CITY shall direct.
- 8.3 Should CITY terminate this Agreement pursuant to Section 8.2 herein, WESTRA shall cease all work immediately and CITY shall be entitled to complete work remaining under any and all outstanding Work Orders. WESTRA shall receive no further compensation until all work remaining under any and all outstanding Work Orders is completed. If the unpaid balance otherwise due to WESTRA exceeds the direct and indirect cost of completing the remaining work, including compensation for additional professional services, such excess shall be paid to WESTRA. If such cost exceeds such unpaid balance, WESTRA will pay the difference to the CITY. Such cost incurred by the CITY will be reasonably determined by the CITY.

9. DISPUTES AND FORCE MAJEURE

9.1 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation in addition to any other relief to which it may be entitled.

9.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly due to any unforeseen occurrence beyond its reasonable control. However, this Section 9.2 may not be used by either party to avoid, delay or otherwise affect any payments due to other party.

Both parties indicate their approval of this Agreement by their signatures below and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been taken.

WITNESSES:

WESTRA CONSTRUCTION CORP.

By: _____

By: _____

Print Name: _____

Name: _____

By: _____

Title: _____

Print Name: _____

Date: _____

ATTEST: James R. Freeman,
City Clerk

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

EXHIBIT A

Contracts

**SARASOTA COUNTY BAHIA VISTA
CONTRACT (A-1)**

**CENTRAL HILLSBOROUGH COUNTY
CONTRACT (A-2)**

**CITY OF CLEARWATER BEACHWALK
CONTRACT (A-3)**

SR 25 (US27) CONTRACT (A-4)

**SARASOTA COUNTY AREA C
CONTRACT (A-5)**

**PINELLAS NORTH COUNTY
RECLAIMED WATER TRANSMISSION
MAIN CONTRACT (A-6)**

**NORTH COUNTY RECLAIMED WATER
PHASE 2A (A-7)**

[All Exhibit A Contracts on file with City Clerk]

EXHIBIT B

SCOPE OF WORK

US 301 Future Utility Expansion – Leg IV

EXHIBIT

b

rabblers

1/16/2008	#546	Palmetto Eastside Utility Improvements Leg #4 Repricing (conditional on 15' Easement at Space Box Property) Revised on 1/16/08	QTY.	UNIT \$	TOTAL \$	Piggyback Contracts
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12" DIP Carrier Pipe		85 lf	\$111.00	\$9,435.00	North County RWM, Phase II	
4" DR 18 PVC FM		20 lf	\$44.00	\$880.00	North County RWM, Phase II	
4" Gate Valve		1 ea	\$1,040.00	\$1,040.00	"	
DIP Fittings		1 tns	\$9,000.00	\$9,000.00	Bahia Vista St.	
Sodding		650 sy	\$2.25	\$1,462.50	Area "C"	
MOT				\$2,700.00	Beachwalk	
Mobilization		LS		\$18,800.00		
TOTAL				\$270,865.00		
PIPE PRICE INCREASE FACTOR						
12" DR 18 C900 PVC		1040 lf	\$1.77	\$1,840.80		
12" HDPE		200 lf	\$2.56	\$512.00		
TOTAL INCREASE				\$2,352.80		
TOTAL REVISED ESTIMATE					\$273,217.80	